

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
Director

SHERYL L. SPILLER
Chief Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

August 11, 2009

19

AUGUST 11, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD FOUR
CAL-LEARN CASE MANAGEMENT CONTRACTS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) requires that the four Adolescent Family Life Program (AFLP) agencies continue to provide Cal-Learn case management services to pregnant and parenting teens who have not completed their high school education.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS to execute contracts with the four AFLP agencies listed in Attachment A, substantially similar to the attached contract (Attachment B) for the provision of Cal-Learn case management services. The contracts will be effective September 1, 2009 or upon the DPSS Director's approval, whichever is later, through August 31, 2012. Attachment A provides the estimated annual contract cost for the four contracts at \$8.3 million for an estimated three-year cost of \$25 million. CalWORKs Single Allocation funding for these contracts is included in the Adopted Budget for Fiscal Year 2009-10. Funding for the next two fiscal years will be included in future budget requests. The Board Offices will be notified within ten business days of the execution of the Cal-Learn Case Management contracts with the four AFLP agencies.
2. Delegate authority to the Director of DPSS to prepare and sign amendments to the contracts to increase the monthly firm-fixed fee per participant by no more than ten percent when the change is necessitated by additional and necessary services. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendments.

"To Enrich Lives Through Effective And Caring Service"

3. Delegate authority to the Director of DPSS, or his designee, to prepare and sign amendments to the contracts to annually adjust the monthly-fixed fee per participant, based on an increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area. Any increase shall not exceed the general salary movement granted to County employees as determined by the CEO for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment (COLA). Any adjustment will be at the County's sole discretion. Should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, a COLA will not be granted. The approval of County Counsel and the CEO will be obtained prior to executing such amendments.
4. Delegate authority to the Director of DPSS or his designee to provide the Cal-Learn contractors advance payments at the County's sole discretion to cover their operational/administrative costs when absolutely necessary to allow the contractors to provide critical services to the Cal-Learn population. The advance payment shall be equal to no more than two months of services. The County shall fully recoup all advances prior to the end of the advance payment's fiscal year. Prior to advances being issued, the Cal-Learn contractors shall demonstrate the need for cash advances and develop a plan on how they will utilize, distribute, monitor and repay cash advances back to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Cal-Learn is a State-mandated program for CalWORKs participants who are under 19 years old, are pregnant or parenting and have not yet completed their high school education. The County's Cal-Learn contractors provide comprehensive, intensive case management services to assist teens in completing their high school education.

The Cal-Learn Program was enacted by the State into law in 1993. California Department of Social Services (CDSS) Regulation 42-766 requires that the County contract with existing AFLP providers for case management services. Although CDSS regulations allow the County to provide these services, the County's current Cal-Learn plan, which the Board approved on August 23, 1994, and which CDSS certified, includes contracting with the AFLP agencies for case management services. The current three-year contracts will expire on August 31, 2009.

Effective December 2003, the Board mandated that the Cal-Learn contractors meet three performance measures; a fourth was added on November 30, 2004. The four performance measures are orientation completion (70 percent), school enrollment (60 percent), report card submission (50 percent), and graduation (50 percent). The first three measures are evaluated semi-annually and the fourth measure is evaluated annually.

For the semi-annual review period of September 2008 through February 2009, 76 percent of Cal-Learn participants completed orientation, 65 percent were enrolled in high school, and 85 percent submitted report cards timely. For the annual review period of September 2007 through August 2008, the contractors reflected a 73 percent high school completion rate. This is quite an accomplishment for this hard-to-serve population.

Implementation of Strategic Plan Goals

The contracts are consistent with the principles of the Countywide Strategic Plan Goal #1, Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services and Goal #2, Children, Family and Adult Well-Being: Enhance economic and social outcomes through integrated, cost-effective and client-centered supportive services.

FISCAL IMPACT/FINANCING

The Cal-Learn contracts are funded with CalWORKs Single Allocation. The monthly per participant rate in the new contracts did not increase from the rate of \$211.21 reflected in the current contracts. There is no additional net County cost since the CalWORKs Maintenance of Effort requirement will be met. These contracts do not include maximum contract amounts because they are caseload driven. Payment is based on the number of eligible teens who are enrolled and participate in the program. The estimated annual contract cost for all four contracts is \$8.3 million for an estimated three-year cost of \$25 million. The contracts include COLA and advance payment provisions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334; and CDSS Regulations 42-762 through 42-769; and the County's Cal-Learn Plan.

The agencies listed in Attachment A have provided satisfactory services to the County for the past 14 years and have been active partners in the administration of these services. The Cal-Learn program was first implemented through Board-approved, sole source contracts on February 28, 1995. The proposed contracts will continue to foster effective partnerships with the County's community-based organizations.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contracts require the development and utilization of resources, training and logistical support, which are not routinely performed by County staff. As a result, they are non-Prop A contracts.

The contracts include performance outcome measures that will measure the contractors' performance in the areas of orientation completion (73 percent), school enrollment (62 percent), report card submission (70 percent), and high school graduation (60 percent). These percentages have been increased due to the Contractors' performance during the current contract term and their ability to exceed the increased standards. In addition, the increase to school enrollment will better align with meeting the federal Work Participation Rate as Cal-Learn participants' enrollment and attendance in school are counted toward this rate.

The County may terminate the contracts with a written 30 calendar day notice.

The contractors will not be asked to perform services which will exceed the contracts' rates, scope of work, and contract term.

County Counsel and the CEO have reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

CDSS Regulation 42-766 requires that the County contract with existing AFLP providers for case management services. Although CDSS regulations allow the County to provide these services, the County's current Cal-Learn plan, which the Board approved on August 23, 1994, and which CDSS certified, includes contracting with the AFLP agencies for case management services. Thus, these contracts were not the result of a competitive solicitation but rather procurements by negotiations.

IMPACT ON CURRENT SERVICES

The execution of these contracts will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of these contracts will enable the Department to continue providing Cal-Learn case management services to the County's eligible pregnant and parenting teenagers.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,



Philip L. Browning
Director

PLB:EK:ab

Attachments

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

**CAL-LEARN CASE MANAGEMENT
ESTIMATED CONTRACT COSTS**

AFLP Agencies	Monthly Fixed Cost Per Participant¹	Percent of Caseload Share	Projected Monthly Active Caseload	Estimated Monthly Cost	Estimated Annual Cost	Estimated Total Three-Year Contract Cost
AltaMed Health Services Corporation	\$211.21	26 percent	870	\$183,753	\$2,205,036	\$6,615,108
Childrens Hospital Los Angeles	\$211.21	10 percent	320	\$67,587	\$811,044	\$2,433,132
El Nido Family Centers	\$211.21	50 percent	1,660	\$350,609	\$4,207,308	\$12,621,924
Foothill Family Service	\$211.21	14 percent	450	\$95,044	\$1,140,528	\$3,421,584
Total:		100 percent	3,300	\$696,993	\$8,363,916	\$25,091,748

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CAL-LEARN CASE MANAGEMENT

CONTRACT

BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

SEPTEMBER 2009

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	RECITALS	1
I.	APPLICABLE DOCUMENTS	1
II.	TERM OF CONTRACT	2
III.	INTERPRETATION	2
	1.0 Board of Supervisors	3
	2.0 Cal-Learn Contract Case Manager	3
	3.0 Contract Management Division.....	3
	4.0 Contract Year.....	3
	5.0 Contractor	3
	6.0 CONTRACTOR's Contract Manager	3
	7.0 COUNTY Contract Administrator (CCA)	3
	8.0 COUNTY Contract Program Monitor (CPM)	3
	9.0 Department of Public Social Services (DPSS)	3
	10.0 Director	3
	11.0 Fiscal Year (FY)	3
IV.	CONTRACT RATES	4
V.	INVOICES AND PAYMENTS.....	4
	1.0 Invoice for Service Month	4
	2.0 Invoices	5
	3.0 Advance Payment Request and Adjustments for Previously Advanced Funds.....	7
VI.	ADMINISTRATION OF CONTRACT – COUNTY	8
	1.0 COUNTY's Contract Administrator (CCA)	8
VII.	ADMINISTRATION OF CONTRACT – CONTRACTOR.....	9
	1.0 CONTRACTOR's Contract Manager	9
	2.0 Approval of CONTRACTOR's Staff	9
	3.0 CONTRACTOR's Staff Identification	9
	4.0 Background and Security Investigations.....	10
VIII.	STANDARD TERMS AND CONDITIONS	10
	1.0 Assignment and Delegation.....	10
	2.0 Audit Settlement	11
	3.0 Authorization Warranty	11
	4.0 Budget Reductions	11
	5.0 Changes and Amendments of Terms	11
	6.0 Charitable Activities Compliance	12
	7.0 Child/Elder Abuse/Fraud Reporting	12
	8.0 Civil Rights.....	13
	9.0 Collective Bargaining Contract	14
	10.0 Complaints.....	14
	11.0 Completion of Contract.....	14

<u>Title</u>	<u>Page</u>
12.0 Compliance with Jury Service Program.....	15
13.0 Compliance with Applicable Laws	16
14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act	17
15.0 Confidentiality	17
16.0 Conflict of Interest.....	18
17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.....	18
18.0 Consideration of Hiring COUNTY Employees Targeted for Layoff or Re-employment List.....	19
19.0 CONTRACTOR Responsibility and Debarment	19
20.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R Part).....	21
21.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law	21
22.0 CONTRACTOR's Employees	21
23.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program	22
24.0 COUNTY Lobbyists	22
25.0 COUNTY's Quality Assurance Plan.....	22
26.0 Covenant Against Fees	23
27.0 DamageTo COUNTY Facilities, Buildings, or Grounds	23
28.0 Disputes.....	23
29.0 Employment Eligibility Verification	23
30.0 Employee Safety.....	24
31.0 Facsimile Representations	24
32.0 Fair Labor Standards.....	24
33.0 Fiscal Accountability	24
34.0 Compliance with the Auditor-Controller Contract Accounting and Administration Handbook.....	25
35.0 Force Majeure.....	25
36.0 Governing Law, Jurisdiction and Venue	26
37.0 Government Observations.....	26
38.0 Indemnification.....	26
39.0 Independent CONTRACTOR Status	26
40.0 Insurance Coverage Requirements	27
41.0 General Insurance Requirements.....	28
42.0 Liquidated Damages.....	31
43.0 Local Small Business Enterprise Preference Program.....	32
44.0 Most Favored Public Entity	33
45.0 Nondiscrimination and Affirmative Action	33
46.0 Non-Excusivity	34
47.0 Notice of Delays.....	34
48.0 Notice of Disputes.....	34
49.0 Notice to Employees Regarding the Federal Tax Earned Income Credit	34
50.0 Notice To Employees Regarding The Safely Surrendered Baby Law	34
51.0 Notices.....	35
52.0 Ownership of Data/Equipment.....	35

<u>Title</u>	<u>Page</u>
53.0 Prohibition Against Inducement or Persuasion.....	36
54.0 Proprietary Rights	36
55.0 Public Records Act	37
56.0 Publicity	38
57.0 Records	38
58.0 Record Retention and Inspection/Audit Settlement	38
59.0 Recycled Bond Paper	39
60.0 Removal of Unsatisfactory Personnel.....	39
61.0 Rules and Regulations.....	39
62.0 Shred Confidential Documents	40
63.0 Subcontracting.....	40
64.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program	41
65.0 Termination for Convenience.....	41
66.0 Termination for Default of the CONTRACTOR.....	42
67.0 Termination for Improper Consideration	43
68.0 Termination for Insolvency.....	44
69.0 Termination for Non-Appropriation of Funds	44
70.0 Timely Completion	44
71.0 Validity	44
72.0 Verbal Discussions	45
73.0 Waiver	45
74.0 Warranty	45
75.0 Warranty Against Fees	45
Signatures	46
Attachment A Statement of Work and Technical Exhibits	47
Attachment B CONTRACTOR Budget and Employee Benefits	109
ATTACHMENTS A-N - DIFFERENT PG NOS. BASED ON BUDGET (#OF PGS)	
Attachment C Sample Monthly Invoice Format.....	XX
Attachment D COUNTY's Administration.....	XX
Attachment E CONTRACTOR's Administration	XX
Attachment F CONTRACTOR Employee Jury Service	XX
Attachment G-1 CONTRACTOR Acknowledgement and Confidentiality Agreement.....	XX
Attachment G-2 CONTRACTOR Employee Acknowledgement and Confidentiality Agreement	XX
Attachment G-3 CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement	XX
Attachment H CONTRACTOR's EEO Certification	XX
Attachment I CONTRACTOR's Non-Discrimination In Service Statement.....	XX
Attachment J Charitable Contributions Certification.....	XX
Attachment K Federal Earned Income Tax Credit Notice	XX
Attachment L Safely Surrendered Baby Law Fact Sheet	XX
Attachment M Sample Guidelines for Contractors – Department Of Public Social Services (DPSS) Criminal Convictions Information Notice	XX
Attachment N Civil Rights Training Report	XX

**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

This Cal-Learn Case Management Contract, hereinafter referred to as "Contract" is made and entered into this _____ day of _____ 2009, by and between the COUNTY of Los Angeles, hereinafter referred to as the COUNTY, and _____, hereinafter referred to as the CONTRACTOR. CONTRACTOR is located at _____.

WHEREAS, COUNTY is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-762 through 42-769, and the COUNTY's Cal-Learn Plan; and

WHEREAS, COUNTY is required to contract for these services under California's Welfare and Institutions Code, Section 11333, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-766; and

WHEREAS, CONTRACTOR is a public/private nonprofit agency, is qualified to provide Cal-Learn Case Management Services as set forth hereunder, warrants that it possesses the competence, expertise and personnel necessary to provide such services, and complies with the California Department of Health Services' Adolescent Family Life Planning (AFLP) standards; and

WHEREAS, COUNTY has determined that it is legal and more feasible to obtain such services by this Contract and CONTRACTOR has been selected for recommendation for award of this Contract;

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

1.0 Attachments A, B, C, D, E, F, G, H, I, J, K, L and M , as set forth below, are attached to, and form a part of this Contract.

2.0 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

Attachment A	Statement of Work and Technical Exhibits
Attachment B	Contractor Budget and Employee Benefits
Attachment C	Sample Monthly Invoice Format
Attachment D	COUNTY's Administration
Attachment E	CONTRACTOR's Administration
Attachment F	CONTRACTOR's Employee Jury Service
Attachment G-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment G-2	CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
Attachment G-3	CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement
Attachment H	CONTRACTOR's EEO Certification
Attachment I	Charitable Contributions Certification

Attachment J	Civil Rights Resolution Agreement Requirements Contractor/Vendors
Attachment K	Federal Earned Income Tax Credit Notice
Attachment L	Safely Surrendered Baby Law Fact Sheet
Attachment M	Sample Guidelines for Contractors – Department of Public Social Services (DPSS) Criminal Convictions Information Notice
Attachment N	Civil Rights Training Report

- 3.0** This Contract and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

II. TERM OF CONTRACT

- 1.0** The term of the Contract shall be for three years. The Contract shall commence on September 1, 2009, or upon execution of the DPSS Director, whichever is later, and shall continue through August 31, 2012 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 1.1** CONTRACTOR shall notify the Department of Public Social Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in Contract Section V, Invoices and Payment, Subsection 2.3, hereunder.
- 2.0** Whenever the COUNTY exercises its right to terminate earlier for: convenience, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, or changes in legal requirements for services, the CONTRACTOR shall, upon receipt of notice of termination:
- 2.1** Immediately eliminate all new costs and expenses under this Contract. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Contract. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 2.2** Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

III. INTERPRETATION

The COUNTY Department of Public Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Contract shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of County departments and special districts.

2.0 Cal-Learn Contract Case Manager

The individual designated by the CONTRACTOR to provide Cal-Learn services to Participants.

3.0 Contract Management Division (CMD)

The Department of Public Social Services' Division responsible for this Contract.

4.0 Contract Year

The 12 month period beginning September 1st and ending the following August 31st.

5.0 Contractor

The Adolescent Family Life Program (AFLP), which has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

6.0 CONTRACTOR's Contract Manager

The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award; also referred to as Contract Manager.

7.0 COUNTY Contract Administrator (CCA)

Person, designated by COUNTY, with responsibility to oversee the day-to-day activities of this Contract. The CCA has responsibility for monitoring any and all tasks, deliverables, services, and other work provided by the CONTRACTOR.

8.0 COUNTY Contract Program Monitor (CPM)

COUNTY representative designated to monitor all provisions of the Contract; including, but not limited to: administrative, fiscal, and service delivery monitoring.

9.0 Department of Public Social Services (DPSS)

Los Angeles County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

10.0 Director

The Director of DPSS, County of Los Angeles, or his/her authorized representative(s).

11.0 Fiscal Year (FY)

The 12 month period beginning July 1st and ending the following June 30th.

IV. CONTRACT RATES

- 1.0** Notwithstanding any other provision of this Contract , COUNTY shall not be liable in any event for payment of services provided pursuant to this Contract in excess of the firm-fixed rate of \$211.21 per Cal-Learn Participant enrolled in the CONTRACTOR's Cal-Learn Program during the Service Month, as defined in Contract Section V, Invoices and Payment, hereunder.
- 1.1** The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 1.2** The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 2.0** Cost of Living Adjustment (COLA) – The Contract amount may be adjusted annually, at the County's sole discretion, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; the Cost of Living Adjustment will not be granted.

V. INVOICES AND PAYMENTS

1.0 Invoice for Service Month

CONTRACTOR shall invoice COUNTY only according to the firm fixed rate for each Cal-Learn Participant served specified in Contract Section IV, Contract Rates. The CONTRACTOR shall request on the invoice, a monthly payment in arrears based on the actual number of Cal-Learn Participants Served during the Service Month. The actual number of Participants Served multiplied by the firm fixed rate shall be the total monthly charge CONTRACTOR shall invoice the COUNTY.

- 1.1 CONTRACTOR shall invoice COUNTY for each Cal-Learn Participant served in the Service Month. A Cal-Learn Participant is considered enrolled and thereby served when the following requirements exist on a Cal-Learn Participant record:
 - 1.1.1 An initial Cal-Learn orientation appointment letter has been initiated via the GAIN Employment and Activity Reporting System (GEARS) or any other manner approved by the COUNTY (see Attachment A, Statement of Work, Section 5.3, Cal-Learn Notification and Enrollment); and
 - 1.1.2 The Participant continued to meet Cal-Learn Program participation requirements, as defined by State regulations and County Cal-Learn Policies and Procedures, in the beginning of the Service Month (see Attachment A, Statement of Work, Section 5.5, Case Management); and
 - 1.1.3 The Participant did not exit from Cal-Learn (see Attachment A, Statement of Work, Section 5.12, Cal-Learn Exits), or the Participant was not exempted (see Attachment A, Statement of Work, Section 5.10, Exemptions) from Cal-Learn during the month immediately preceding the Service Month, unless the Participant was newly enrolled, as explained in Attachment A, Statement of Work, Section 5.3, Cal-Learn Notification and Enrollment); and
 - 1.1.4 As of the last calendar day of the month, the Cal-Learn Participant has not been transferred to another Cal-Learn service provider (see Attachment A, Statement of Work, Section 5.14, Inter-Agency Transfers, Subsection 5.14.4).
- 1.2 CONTRACTOR shall only be paid for those services authorized under this Contract
- 1.3 COUNTY's obligation is payable only and solely for funds appropriated by federal, state, and local government for this purpose.

2.0 Invoices

- 2.1 CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the CCA within fifteen (15) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment.
- 2.2 Each invoice shall be supported by back-up documentation to validate the invoice amounts. COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 2.3 CONTRACTOR shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:

Department of Public Social Services
Contract Management Division - Section III
Attn: Viridiana Oregel, CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

- 2.4 COUNTY Approval of Invoices: All invoices submitted by CONTRACTOR for payment must have the written approval of the CCA prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment, providing CONTRACTOR is not in default under any provisions of this Contract. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Contract not deducted from any payment made by CONTRACTOR to COUNTY.
- 2.5 COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within (30) calendar days of receipt of an invoice which is accurate as to form and content.
- 2.6 COUNTY may delay the last payment until six (6) months after the expiration of this Contract. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by COUNTY to CONTRACTOR.
- 2.7 Prior to receiving final payment under this Contract, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract except for any claims specifically described in detail in such release.
- 2.8 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.
- 2.9 Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 2.10 COUNTY shall not be liable for billings submitted one year or more after any services rendered under this Contract.
- 2.11 CONTRACTOR shall invoice the COUNTY for Case Management services rendered in the previous month. The invoice is due on the fifteenth (15th) working day of the following month, but not more than one year from the day the services were provided. The CONTRACTOR is formally informed that COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services per government regulations.
- 2.12 CONTRACTOR payment is subject to the payment bonuses and deductions based on CONTRACTOR's performance as described in Attachment A, Statement of Work, Section 5.18, Performance Outcome Measures.
- 2.12.1 CONTRACTOR bonuses and deductions cannot exceed ten percent (10%) of the highest CONTRACTOR monthly payment issued during

the Performance Outcome Measures' six-month evaluation period of the Contract, as described in Attachment A, Statement of Work, Section 5.18, Performance Outcome Measures, hereunder.

- 2.12.2 Bonuses and/or deductions shall only be assessed once during a Contract Year.

3.0 Advance Payment Request and Adjustments For Previously Advanced Funds

- 3.1 At the COUNTY's sole discretion, funds may be advanced to CONTRACTOR when absolutely necessary to allow CONTRACTOR to provide critical services to the Cal-Learn population and when essential for the effective implementation of the Program. Funds may be advanced to CONTRACTOR during the first month of the Contract and during the first month of each subsequent Fiscal Year (i.e. July).
- 3.2 CONTRACTOR may request advanced funds equaling no more than two months of services. Advance funds must be repaid to COUNTY prior to the end of the Fiscal Year in which the advance payment is made, as described in Subsection 3.3, hereunder, and cannot require COUNTY to commit funds beyond the current term of the Contract.
- 3.3 Recoupment of previously advanced funds shall begin three months prior to the end of the Fiscal Year in which the funds were advanced; it shall be included in the invoices received in April, May, and June regardless of the accrual month. COUNTY reserves the right to delay the payments of the billings received in May and June to ensure advances are fully recouped. All advances must be fully reconciled by June 30th of each Fiscal Year. In the event that the invoices received in the last three months of the Fiscal Year are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by the 25th of June of the Fiscal Year.
- 3.4 The advancement of funds must be in compliance with all applicable rules and regulations including California Government Code Section 11019 which requires that advance funds are essential for the effective implementation of the Program. Also, the advancement of funds should comply with California-DSS-MANUAL LETTER NO. OPS-89-01 which states that "Advances shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the contract."
- 3.5 CONTRACTOR shall comply with all applicable Federal, State and COUNTY regulations in regards to interest earned on advances. This includes maintaining a separate interest-earning and FDIC-insured account for cash advances and returning to the COUNTY on a quarterly basis, any interest earned on the advances.
- 3.6 Prior to advances being issued, CONTRACTOR shall demonstrate in writing that the advancement is absolutely necessary to allow CONTRACTOR to provide critical Services and essential for the effective implementation of the Program the need for cash advances and develop a plan on how it will utilize, distribute, monitor, and repay cash advances back to the County. This plan may be submitted to the Chief Executive Office (CEO) and Auditor-Controller (A-C) for

approval. In addition to and consistent with the above, CONTRACTOR shall submit the following documentation with its request for cash advances:

- 3.6.1 CONTRACTOR's two most current independent audit reports and single audits (if available).
- 3.6.2 CONTRACTOR's financial status documents (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities).
- 3.6.3 CONTRACTOR's business plan which demonstrates how the CONTRACTOR will repay the advances.

COUNTY reserves the right to approve or deny the request for advance payments. Funds may be advanced to CONTRACTOR at COUNTY's sole discretion. COUNTY shall monitor CONTRACTOR's compliance with the advance and repayment guidelines including but not limited to the review of CONTRACTOR's bank account statements on a quarterly basis.

CONTRACTOR shall submit any and all documentation deemed necessary by the COUNTY to ensure the CONTRACTOR is properly utilizing the advance payment as required by the COUNTY.

VI. ADMINISTRATION OF CONTRACT - COUNTY

COUNTY personnel referenced in this Section are designated in Attachment D, COUNTY's Administration. COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

1.0 COUNTY's Contract Administrator (CCA)

- 1.1 The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:
 - Ensuring that the objectives of this Contract are met;
 - Providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements;
 - Meeting with CONTRACTOR's Contract Manager on an as needed basis;
 - Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
 - Informing CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.
- 1.2 The COUNTY's CCA is not authorized to make any changes in any of the Standard Terms and Conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

VII. ADMINISTRATION OF CONTRACT - CONTRACTOR

1.0 CONTRACTOR's Contract Manager

- 1.1 CONTRACTOR's Contract Manager must have two (2) years of experience supervising operations, or have experience substantially similar to the services required in this Contract. The CONTRACTOR's Contract Manager is designated in Attachment E, CONTRACTOR's Administration.
- 1.2 CONTRACTOR's Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis. CONTRACTOR's Contract Manager shall be responsible for activities described in Attachment A, Statement of Work, Section 1.3, Key CONTRACTOR Personnel, Subsection 1.3.1.
- 1.3 CONTRACTOR's Contract Manager is required to submit annually the necessary documentation establishing CONTRACTOR's legal status (form of business, i.e. corporation, limited liability company, partnership; non-profit or for-profit status, etc.) to the CCA.

2.0 Approval of CONTRACTOR's Staff

CONTRACTOR shall have sole right and discretion to hire, discipline suspend or discharge its employees/workers. COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work pursuant to this Contract as well as any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Contract Manager.

Other Contractor Personnel

CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

3.0 CONTRACTOR's Staff Identification

- 3.1 CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty and at all times he/she is on COUNTY designated property.
- 3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Contract.
- 3.3 If COUNTY requests the removal of CONTRACTOR's staff from the performance of services under this Contract or otherwise working on this Contract, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

4.0 Background and Security Investigations

- 4.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting to ensure CONTRACTOR employees meet COUNTY hiring guidelines related to criminal convictions. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 4.3 COUNTY may immediately, at sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access.
- 4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Section 4.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

VIII. STANDARD TERMS AND CONDITIONS

1.0 Assignment and Delegation

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY. Any unapproved assignment or delegation shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS' express prior written

approval, may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedy against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 Audit Settlement

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this -Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

3.0 Authorization Warranty

CONTRACTOR represents and warrants that the person executing this contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

4.0 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions) and the services provided by CONTRACTOR under this Contract shall be reduced correspondingly. COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except, as set forth above, CONTRACTOR shall continue to provide all of the services set forth in the Contract.

5.0 Changes and Amendments of Terms

COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 COUNTY reserves the right to initiate Change Notices that do not affect the scope of work, term, contract sum, or payments. All such changes shall be accomplished with an executed *Change Notice* signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

- 5.2 For any revision which materially affects the scope of work, or any term or condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR *except* as provided in Subsection 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign amendments without further action by the County Board of Supervisors under the following conditions:
- 5.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations;
 - 5.3.2 The amendment is for an increase or decrease of no more than ten percent in the Contract costs;
 - 5.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget;
 - 5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Contract: and
 - 5.3.5 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Officer within 15 days after execution of each amendment.

The County Board of Supervisors or Chief Executive officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add and /or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Department of Public Social Services.

6.0 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment J, Charitable Contributions Certification, the County seeks to ensure that all COUNTY contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7.0 Child/Elder Abuse/Fraud Reporting

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and submit all required information, in accordance with the PC Code Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.0 Civil Rights

8.1 CONTRACTOR shall abide by the provisions of Title VI and Title VII of the Federal Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the "Contractor's Nondiscrimination in Service Statement," Attachment I and "CONTRACTOR's EEO Certification", Attachment H.

8.2 In addition, CONTRACTOR shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights of the Department of Health and Human Services, incorporates the civil rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Sub-contractors. They include, but are not limited to, the following:

- Ensuring that CONTRACTOR'S contract staff attends the mandatory DPSS-provided Civil Rights training. As a follow-up to the Civil Rights training, CONTRACTOR shall submit (within 30 days of completion of training) a report to the CCA indicating the number of staff who attended the training and the date of the training (Attachment N).
- Effectively identifying the Participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the CONTRACTOR already has in place. (Note: Similar forms that the CONTRACTOR uses must be forwarded to DPSS for clearance).
- Ensuring that notices sent to Participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all Participants;

- Maintaining records that include any Civil Rights related correspondence pertaining to Participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the COUNTY Contract Administrator.

9.0 Collective Bargaining Contract

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), CONTRACTOR agrees to provide to COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

10.0 Complaints

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

10.1 COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

10.2 If COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

10.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

10.4 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

11.0 Completion of Contract

11.1 Prior to the expiration of this Contract, CONTRACTOR shall allow COUNTY or newly selected contractor a minimum of sixty (60) calendar days transition period to ensure the orderly transition of CONTRACTOR's services to COUNTY or the newly selected contractor without additional cost to COUNTY. CONTRACTOR

shall continue to process work timely and accurately, so that the operation is current at expiration of Contract.

- 11.2 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to 100 percent of the last two (2) months' payments owed to CONTRACTOR.

12.0 Compliance With Jury Service Program

12.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY'S ordinance entitled "CONTRACTOR Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment F, CONTRACTOR Employee Jury Service, and incorporated by reference into and made a part of this Contract.

12.2 Written Employee Jury Service Policy

12.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

12.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full- time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the subcontract.

12.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately

notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program.

COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 12.2.4 CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.0 Compliance With Applicable Laws

- 13.1 In the performance of this contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes, but is not limited to, compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15) and Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375 and supplemented by Department of Labor Regulations (41 CFR Section 92.36, et seq.)
- 13.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 13.2 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or

other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.3 CONTRACTOR shall maintain all licenses required to perform the Contract.

13.4 CONTRACTOR shall indemnify and hold the COUNTY, its Special Districts, Agents, elected and appointed officers, and employees, harmless from any loss, damage or liability, cost and expense, including, but not limited to defense costs and attorneys fees arising from CONTRACTOR, or its employees, agents, or subcontractors' failure to maintain required, licenses, or permits.

14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

15.0 Confidentiality

15.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

15.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 15.0, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 15.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

15.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 15.4 CONTRACTOR shall sign and adhere to the provisions of the "CONTRACTOR Acknowledgement and Confidentiality Agreement", Attachment G-1
- 15.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Attachment G-2.
- 15.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement", Attachment G-3.
- 15.7 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.
- 15.8 CONTRACTOR shall also abide by provision regarding the shredding of confidential documents as referenced in Section 63.0 of this Contract.

16.0 Conflict of Interest

- 16.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.
- 16.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 16.0 shall be a material breach of Contract.

17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

18.0 Consideration of Hiring COUNTY Employees Targeted for Layoff or Re-employment List

Should CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONTRACTOR's Responsibility and Debarment

19.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible Contractors.

19.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the CONTRACTOR may have with the COUNTY.

19.3 Non-responsible Contractor

COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: 1) violated a term of a contract with the COUNTY or a nonprofit corporation created by COUNTY: 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

19.4 Contractor Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 19.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 19.7 Review of Debarment Determination
- If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 19.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.10 Subcontractors of Contractor

These terms shall also apply to subcontractors of COUNTY Contractors.

20.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. Part 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

21.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DPSS will supply the CONTRACTOR with the poster to be used.

22.0 CONTRACTOR's Employees

22.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

While providing services to the COUNTY under this Contract, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

22.2 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Los Angeles County Auditor-Controller.

22.3 The personnel provided by the CONTRACTOR shall at a minimum be:

- 22.3.1 Able to fluently read, write, speak, and understand English.
- 22.3.2 Bilingual, when requested.
- 22.3.3 Able to communicate effectively using good judgment and diplomacy.
- 22.3.4 Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
- 22.3.5 Able to handle sensitive materials and perform confidential duties.
- 22.3.6 Able to satisfy a background check.
- 22.3.7 Able to meet the minimum qualifications as stated in Attachment A, Statement of Work, Section 1.3, Key CONTRACTOR Personnel, Subsection 1.3.3.

23.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the County's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

24.0 COUNTY Lobbyists

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by Los Angeles County Code Section 2.160.010, retained by the CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County Code. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

25.0 COUNTY's Quality Assurance Plan

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms, conditions, and performance

standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

26.0 Covenant Against Fees

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

27.0 Damage to COUNTY Facilities, Buildings, or Grounds

27.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any, and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

27.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs, shall be repaid by CONTRACTOR, by cash payment upon demand.

28.0 Disputes

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

29.0 Employment Eligibility Verification

29.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law.

29.2 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY its agents, officers, and employees from employer sanctions and any other liability

which may be assessed against CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State Statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

30.0 Employee Safety

CONTRACTOR will assure that the CONTRACTOR's employees:

- 30.1 Are covered by an effective Injury and Illness Prevention Program.
- 30.2 Receive all required general and specific training on employee safety.

31.0 Facsimile Representations

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Contract Section VIII, Standard Terms and Conditions, Section 5.0, Changes and Amendments of Terms, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents and subsequent (non-facsimile) transmission of "original" versions of such documents.

32.0 Fair Labor Standards

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR employees for which the COUNTY may be.

33.0 Fiscal Accountability

33.1 Fiscal Policies/Procedures

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97- Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s) which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

33.2 Federal Temporary Aid to Needy Families (TANF) Regulations

CONTRACTOR agrees to comply with Federal regulations governing TANF funds may not be used for medical services.

33.3 Accounting

CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR should maintain its accounting system on accrual basis.

34.0 **Compliance with the Auditor-Controller Contract Accounting and Administration Handbook.**

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. CONTRACTOR shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

34.1 Commingling of Funds

Funds paid pursuant to this Contract shall be used exclusively for services funded under this contract and shall not be commingled with any other monies of CONTRACTOR.

34.2 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as it pertains to performing contractual services), as defined in appropriate services provisions and regulations, the COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

34.3 Disallowed Costs

The COUNTY may withhold payments if CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract the CONTRACTOR has with the COUNTY. The COUNTY shall require CONTRACTOR to pay and CONTRACTOR agrees to pay the full amount of CONTRACTOR liability to the COUNTY or the State for such audit exceptions as were caused by CONTRACTOR, upon demand by the COUNTY at any time after completion of the grievance procedures at CONTRACTOR Level. The COUNTY shall notify the CONTRACTOR of any disallowed costs.

35.0 **Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR'S subcontractors) freight

embargoes, or their similar acts to those described above, or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

36.0 Governing Law, Jurisdiction and Venue

36.1 This Contract shall be governed by and construed in accordance with the State of California.

36.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Contract.

36.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

37.0 Government Observations

CONTRACTOR shall permit all authorized Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

38.0 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

39.0 Independent CONTRACTOR Status

39.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be

construed to be, the employees or agents of the other party for any purpose whatsoever.

- 39.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 39.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker's Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

40.0 Insurance Coverage Requirements

- 40.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 40.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to the Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 40.3 Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

40.4 Professional Liability/Errors and Omissions

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

40.5 Property Coverage

Contractors given exclusive use of COUNTY owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee on CONTRACTOR's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

41.0 General Provisions For All Insurance Coverage

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section VIII, Standard Terms and Conditions, Section 40.0 (Insurance Coverage Requirements) and Section 41.0 (General Provisions For All Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

41.1 Evidence of Coverage and Notice to COUNTY

41.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

41.1.2 Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-CONTRACTOR insurance policies at any time.

41.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

41.1.4 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

41.1.5 Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Contract Management Division/Section III
Attn: Viridiana Oregel, County Contract Administrator
12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746

41.1.6 CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub- CONTRACTORS which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

41.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

41.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

41.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

41.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

41.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

41.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

41.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

41.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

41.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract.

CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

41.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

41.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

41.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

41.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

42.0 Liquidated Damages

42.1 If, in the judgment of the Director, or his/her designee, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from the COUNTY, will be forwarded to CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

42.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

42.2.1 Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or

42.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages

resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and as specified in the Performance Requirements Summary (PRS) Chart, (Technical Exhibit 2) and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR, and/or

42.2.3 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

42.3 The action noted in Subsection 42.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

42.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Contract Section VIII, Standard Terms and Conditions, Section 42.0, Liquidated Damages, Subsection 42.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

43.0 Local Small Business Enterprise Preference Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

44.0 Most Favored Public Entity

If CONTRACTORs prices decline, or should CONTRACTOR at any time during the term of this Contract, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

45.0 Nondiscrimination and Affirmative Action

- 45.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 45.2 CONTRACTOR shall certify to, and comply with, the provisions of Attachment H, CONTRACTOR's EEO Certification.
- 45.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 45.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or physical or mental disability, marital status, or political affiliation.
- 45.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 45.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 45.0 when so requested by the COUNTY.

45.7 If COUNTY finds that any provisions of this Section 45.0 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State EEO laws or regulations shall constitute a finding by the COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

45.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

46.0 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

47.0 Notice of Delays

Except as otherwise provided in the Contract when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

48.0 Notice of Disputes

The CONTRACTOR shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

49.0 Notice to Employees Regarding the Federal Tax Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment K, Federal Earned Income Tax Credit).

50.0 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment L, Safely Surrendered Baby Law Fact Sheet of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 Notices

All notices or demands, including termination notices, required or permitted to be given or made under this Contract shall be in writing (by email, facsimile, hand delivered with signed receipt, mailed by first-class registered or certified mail, or postage prepaid) and addressed to the parties as identified in Attachment D, COUNTY's Administration and Attachment E, CONTRACTOR's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

51.1 Notice of Meetings

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the COUNTY, as needed, with follow-up written notice (5) five business days in advance of proposed meeting. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

51.2 Notices to the CONTRACTOR

Any such notice mailed by COUNTY to CONTRACTOR shall be addressed to the CONTRACTOR at its place of business.

Contract Person, TITLE
AGENCY NAME
AGENCY ADDRESS
CITY, STATE, ZIP CODE

51.3 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Viridiana Oregel, CCA
Contract Management Division - Section III
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

51.4 Changes of Address

Either party can designate a new address by giving ten (10) days advance written notice to the other party.

52.0 Ownership of Data/Equipment

52.1 COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans,

reports data, and information which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Contract.

COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

53.0 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

54.0 Proprietary Rights

54.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

54.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ABABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and Subsequent to the term of this Contract, COUNTY shall have the right to inspect any all such working papers, make copies thereof, and use the working papers and the information contained therein.

54.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."

54.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify CONTRACTOR of any Public Records request for items described in Subsection 54.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR. Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information,

CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information.

54.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 54.4 for:

54.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 54.3;

54.5.2 Any materials, data and information covered under Subsection 54.2; and

54.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

54.6 CONTRACTOR shall protect the security of and keep confidential all material, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause including, but not limited to fire and theft.

54.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.

54.8 The provisions of Subsection 54.5, 54.6, and 54.7 shall survive the expiration or termination of this Contract.

55.0 Public Records Act

Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books and accounting records pursuant to Section 58.0, Records Retention and Inspection/Audit Settlement of this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

56.0 Publicity

56.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Director. The COUNTY shall not, unreasonably, withhold written consent.

56.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 56.0 shall apply.

57.0 Records

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 58.0, Records Retention and Inspection/Audit Settlement, herein below.

58.0 Records Retention and Inspection/Audit Settlement

58.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Contract. CONTRACTOR agrees that the COUNTY, its authorized representatives, and State and Federal authorized representatives shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter or until audited (whichever is longer), unless the COUNTY's written permission is given to dispose of any such material prior to such time. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at

COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 58.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Section 58.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 58.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 58.4 At any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the Maximum Contract Amount.

59.0 Recycled Bond Paper

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

60.0 Removal of Unsatisfactory Personnel

CONTRACTOR shall have the sole right, and discretion, to hire, discipline, suspend or discharge its employees/workers subject to the approval of COUNTY as described in Contract Section VII, Administration of Contract - Contractor, Section 4.0, Background and Security Investigations. The COUNTY shall have the right at its sole discretion, to require CONTRACTOR remove any employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

61.0 Rules and Regulations

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are

to provide services with such rules and regulations. In the event that the COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

62.0 Shred Confidential Documents

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Contract Section VIII, Standard Terms and Conditions, Section 58.0, Records Retention and Inspection/Audit Settlement are to be maintained during the term of this Contract and for a period of five (5) years thereafter or longer if required by law.

63.0 Subcontracting

63.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

63.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

63.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

63.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

63.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of the COUNTY right.

- 63.6 The COUNTY Contract Administrator is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 63.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 63.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any Subcontractor employee may perform any work hereunder.

Department of Public Social Services
Contract Management Division/Section III
Attn: Viridiana Oregel, County Contract Administrator
12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746

64.0 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section VIII, Standard Terms and Conditions, Section 23.0, CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) days of notice by COUNTY shall be grounds upon which the COUNTY may terminate this Contract pursuant to Contract Section VIII, Standard Terms and Conditions, Section 66.0, Termination for Default of the CONTRACTOR pursuant to County Code Chapter 2.202.

65.0 Termination for Convenience

- 65.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 65.2 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- 65.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

- 65.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 65.2.3 All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Contract, shall be maintained by CONTRACTOR in accordance with the provisions of Contract Section VIII, Standard Terms and Conditions, Section 58.0, Records Retention and Inspection/Audit Settlement.

66.0 Termination for Default of the CONTRACTOR

- 66.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of the Director of DPSS.
 - 66.1.1 CONTRACTOR has materially breached this Contract;
 - 66.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; including but not limited to the Statement of Work; or
 - 66.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 66.2 In the event the COUNTY terminates this Contract in whole or in part as provided in this Subsection 66.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 66.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 66.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the COUNTY in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this

Subsection 66.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

66.4 If, after the COUNTY has given notice of termination under the provisions of this Section 66.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 66.0, or that the default was excusable under the provisions of Subsection 66.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 65.0, Termination for Convenience.

66.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 66.1, CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Subsection 66.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Contract Section VIII, Standard Terms and Conditions, Section 38.0, Indemnification.

66.6 The rights and remedies of the County provided in this Section 66.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

67.0 Termination for Improper Consideration

67.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

67.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

- 67.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

68.0 Termination for Insolvency

- 68.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

68.1.1 Insolvency of the CONTRACTOR

CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- 68.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

- 68.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

- 68.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 68.2 The rights and remedies of the COUNTY provided in this Section 68.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

69.0 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the County's future Fiscal Years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

The COUNTY shall notify the CONTRACTOR, in writing, of such non-allocation of funds at the earliest possible date.

70.0 Timely Completion

Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables goods, services, or other work as specified in this Contract.

71.0 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

72.0 Verbal Discussions

The CONTRACTOR's Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

73.0 Waiver

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract.

Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

74.0 Warranty

CONTRACTOR warrants that all services performed hereunder will comply with this Contract, including Attachment A, Statement of Work, and any specifications related thereto. Further, CONTRACTOR warrants that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

75.0 Warranty Against Fees

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR, for the purpose of, securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of _____ day of _____ 2009. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

CONTRACTOR'S NAME:

(If contractor is a corporation or limited liability company, signatures from two authorized persons are needed)

AGENCY NAME

By _____
Name: _____
Title First Signature Must be President OR Vice-President of Agency: _____
Address Line 1: _____
Address Line 2: _____

he first signature should be that of the President **OR** Vice-President of the corporation. The second signature **MUST** be that of the Secretary of the corporation, any assistant secretary, the CFO or any assistant treasurer.

By _____
Name: _____
Title Second Signature Must be either Corporation's Secretary, Assistant Secretary, CFO, any Assistant Treasurer of Agency: _____
Address Line 1: _____
Address Line 2: _____

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

APPROVED AS TO FORM:

Robert Kalunian, Acting COUNTY COUNSEL

By _____
Deputy County Counsel

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE	51
1.0	GENERAL	54
1.1	Scope of Work	54
1.2	Key COUNTY Personnel	54
1.3	Key CONTRACTOR Personnel	55
1.4	Quality Control Plan.....	57
1.5	COUNTY's Quality Assurance Plan.....	58
1.6	Attendance at and Notice of Meetings.....	59
1.7	Hours of Operation/Holidays.....	59
2.0	DEFINITIONS	60
2.1	Acceptable Quality Level (AQL).....	60
2.2	Adolescent Family Life Program (AFLP)	60
2.3	Adolescent Family Life Program Standards	60
2.4	Ancillary Expenses	60
2.5	Bonus	60
2.6	Budget	60
2.7	Cal-Learn Eligibility Inquiry (ICLE).....	61
2.8	Cal-Learn Enrollment.....	61
2.9	Cal-Learn Exit	61
2.10	Cal-Learn Program	61
2.11	CalWORKs	61
2.12	CalWORKs Case Assistance Unit	61
2.13	CalWORKs Participants.....	62
2.14	Case Information Inquiry (ICAS).....	62
2.15	Contract Discrepancy Report (CDR)	62
2.16	Deferred Participant.....	62
2.17	Exempt Participant.....	62
2.18	Greater Avenues for Independence (GAIN)	62
2.19	GAIN Program Handbook (PH)	62
2.20	GAIN Regional Liaison	62
2.21	GAIN Services Coordinator (GSC)	62
2.22	GAIN Services Supervisor (GSS)	63
2.23	GAIN Services Worker (GSW).....	63
2.24	GEARS	63
2.25	Inter-Agency Transfers	63
2.26	Inter-County Transfers (CL 15 and CL 16)	63
2.27	Maintain Case Phone and Address (MCAP)	63
2.28	Participant Component Selection (IPCA).....	63
2.29	Participants Served.....	63
2.30	Performance Requirements Summary (PRS).....	64
2.31	Person Record Inquiry (IPRC)	64
2.32	Quality Control Plan.....	64
2.33	Report Card	64
2.34	Sanction.....	64
2.35	Satisfactory Progress.....	64
2.36	Service Month.....	64

STATEMENT OF WORK

Table of Contents (Continued)

<u>Section</u>	<u>Title</u>	<u>Page</u>
	2.37 State	64
	2.38 Supportive Services.....	64
	2.39 Welfare-to-Work Division	65
	2.40 Orientation Attendance Rate	65
	2.41 School Enrollment Rate	65
	2.42 Report Card Submission Rate	66
	2.43 Graduation Rate	66
	2.44 Performance Outcome Measures.....	67
3.0	COUNTY FURNISHED ITEMS	67
	3.1 Equipment.....	67
	3.2 Maintenance Repairs and Replacement.....	67
	3.3 Materials	68
	3.4 Referrals	68
	3.5 Services.....	68
	3.6 Supplies.....	68
4.0	CONTRACTOR FURNISHED ITEMS	69
	4.1 Personnel	69
	4.2 Facilities, Equipment and Supplies.....	70
	4.3 Materials	70
	4.4 Training.....	70
	4.5 Services	70
	4.6 Return of Supplies, Forms and Equipment.....	71
	4.7 Complaint Resolution Procedures	72
	4.8 Civil Rights Complaint Procedures	72
5.0	SPECIFIC TASKS.....	72
	5.1 Overview of Case Management Operations and Tasks	72
	5.2 Identification and Recruitment of Cal-Learn Participants.....	73
	5.3 Cal-Learn Notification and Enrollment.....	73
	5.4 Cal-Learn Orientation	74
	5.5 Case Management	74
	5.6 Supportive Services.....	75
	5.7 School Attendance and Report Cards	75
	5.8 Good Cause Determinations	76
	5.9 Deferrals	77
	5.10 Exemptions	77
	5.11 Referrals	77
	5.12 Cal-Learn Exits	78
	5.13 Inter-County Transfers (ICT).....	78
	5.14 Inter-Agency Transfers	79
	5.15 Co-Location at County Sites	79
	5.16 Administrative Tasks.....	80
	5.17 Reporting Tasks.....	82
	5.18 Performance Outcome Measures.....	83

STATEMENT OF WORK

Table of Contents (Continued)

<u>Section</u>	<u>Title</u>	<u>Page</u>
6.0	TECHNICAL EXHIBITS	86
1	Performance Requirements Summary (PRS).....	86
2	Performance Requirements Summary Chart – Cal-Learn Case Management Program	91
3	Contract Discrepancy Report (CDR)	108

STATEMENT OF WORK

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue working together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 Scope of Work

Except for those items listed in Section 3.0 of this Statement of Work, COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide Cal-Learn Case Management services to Cal-Learn eligible and enrolled CalWORKs (CW) Participants. CONTRACTOR must perform to the standards in Technical Exhibit 1, Performance Requirements Summary (PRS), hereunder.

1.2 Key COUNTY Personnel

1.2.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the COUNTY Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically:

- 1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract.
- 1.2.1.2 The CCA or alternate shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 The CCA or alternate may negotiate with CONTRACTOR on changes in service requirements pursuant to this Contract, Section VIII, Standard Terms and Conditions, Section 5.0, Changes and Amendments of Terms, Subsection 5.1.
- 1.2.1.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the COUNTY in any way.
- 1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address, email address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

COUNTY may designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Contract and monitor the CONTRACTOR's performance under the Contract using the quality assurance procedures established in Technical Exhibit 1, Performance Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Contract. The QAE and the CCA may be the same person. Specifically, the QAE shall:

- 1.2.2.1 Ensure that technical standards and requirements of this Contract are met, and evaluate the CONTRACTOR's performance under this Contract.
- 1.2.2.2 Not be authorized to make changes in the terms and conditions of this Contract and shall not be authorized to obligate the COUNTY in any way whatsoever.
- 1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.
- 1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Contract is awarded, and at anytime thereafter a change of the QAE is made.

1.2.3 Contract Program Monitor (CPM)

COUNTY shall provide Contract Program Monitor(s) who may monitor all provisions under the Contract. Monitoring may include, but is not limited to, the following areas of monitoring: Administrative Monitoring primarily involving monitoring CONTRACTOR's compliance with the Contract's terms and conditions, Fiscal Monitoring related to monitoring CONTRACTOR's compliance with the Contract's fiscal provisions; and Service Delivery Monitoring related to this Statement of Work and the Performance Requirement Standards.

1.3 Key CONTRACTOR Personnel

1.3.1 CONTRACTOR'S Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Contract and act as liaison with COUNTY. The CONTRACTOR's Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within 24 hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The CONTRACTOR's Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding COUNTY holidays.
- 1.3.1.3 The CONTRACTOR's Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Contract.
- 1.3.1.4 The CONTRACTOR's Contract Manager or alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.2 CONTRACTOR's Contract Case Manager

CONTRACTOR is to provide staff, which includes Contract Case Manager(s). The general responsibilities for the CONTRACTOR's Contract Case Manager include:

- 1.3.2.1 Provide referrals to appropriate community services needed to assist the Participant to continue in or return to school.
- 1.3.2.2 Monitor each Participant through monthly contacts with the Participant and/or service providers to determine the effectiveness of service provision. Assess progress toward case plan goals and make the necessary changes to improve the Participant's program.
- 1.3.2.3 Act as a counselor, colleague, and role model so that each Participant has someone to trust and to turn to for advice, guidance and ideas.
- 1.3.2.4 Ensure that each Participant understands the program requirements and consequences of not making adequate or Satisfactory Progress.
- 1.3.2.5 Identify the need for and method of providing Supportive Services.
- 1.3.2.6 Develop a case plan to assist the Participant to graduate from high school or its equivalent.
- 1.3.2.7 Provide program exemption, program deferral, good cause, Bonus and Sanction determinations or recommendations.
- 1.3.2.8 Make reasonable efforts to reach Participants who are not making adequate progress.

1.3.3 Other CONTRACTOR Staff

- 1.3.3.1 CONTRACTOR shall provide supervisory, administrative and direct labor personnel to accomplish the work required under this Contract. All CONTRACTOR personnel who will have contact with COUNTY personnel must read, write, speak and understand English. CONTRACTOR shall ensure that at all times of operation, at least one CONTRACTOR employee is available and authorized to act for CONTRACTOR.
- 1.3.3.2 CONTRACTOR shall provide each employee with an identification badge that includes the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while providing services under this Contract.
- 1.3.3.3 All CONTRACTOR staff shall be qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.3.4 CONTRACTOR Employee Acceptability

- 1.3.4.1 CONTRACTOR shall remove any employee from working on this Contract who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with COUNTY employees.
- 1.3.4.2 CONTRACTOR shall identify, under sworn statement, throughout the term of the Contract, all CONTRACTOR employees who are receiving public assistance, and ensure that any employee receiving public assistance has met his/her reporting responsibility to COUNTY and has no access to COUNTY and CONTRACTOR records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 1.3.4.3 CONTRACTOR shall ensure staff have the needed training, background and meet AFLP guidelines to provide Cal-Learn Case Management Services.
- 1.3.4.4 CONTRACTOR shall perform, at CONTRACTOR's expense, background checks, which may include, but not be limited to fingerprinting to ensure CONTRACTOR employees meet COUNTY hiring guidelines related to criminal convictions.

1.3.5 Uniforms/Identification Badges

- 1.3.5.1 CONTRACTOR shall ensure that their employees are appropriately identified as set forth in Contract Section VII, Section 3.0, CONTRACTOR's Staff Identification.

1.4 Quality Control Plan

CONTRACTOR shall establish and utilize a comprehensive Quality Control (QC) Plan to assure COUNTY a consistently high level of service throughout the term of this Contract. The QC Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract start date, with revisions submitted within five days from when changes to the Plan are made. The Plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under the Contract have necessary expertise in education, training, social and health services that may be needed by Cal-Learn Participants.
- 1.4.2 Method and frequency of monitoring to ensure that Contract requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed;

- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for maintaining accurate case records and ensuring compliance with Federal, State and COUNTY program requirements;
- 1.4.7 Method of tracking workload activity and ensure management information systems and tracking procedures reflect information reported to the COUNTY via invoices, reports and the COUNTY's GEARS system;
- 1.4.8 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.9 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Contract;
- 1.4.10 Method for surveying Participants on a regular basis to obtain feedback on services; and
- 1.4.11 Monitoring methods to be used, such as:
 - 1.4.11.1 Random sampling;
 - 1.4.11.2 100% review;
 - 1.4.11.3 Participant complaints;
 - 1.4.11.4 Participant surveys; and/or
 - 1.4.11.5 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY's Quality Assurance Plan

- 1.5.1 COUNTY shall monitor CONTRACTOR's performance under this Contract, using the quality assurance procedures as defined in this Contract. (Reference: Section VIII, Standard Terms and Conditions, Section 25.0, COUNTY's Quality Assurance Plan).
- 1.5.2 Performance Evaluation Meetings shall be held jointly by COUNTY and the CONTRACTOR's Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.
 - 1.5.2.1 The minutes of any Performance Evaluation meeting shall be prepared by the CCA. Should the CONTRACTOR's Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The CONTRACTOR's Contract

Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written.

If any dispute is still unresolved, the decision of the Director will be final.

- 1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 Verbal notification of a contract discrepancy will be made by COUNTY to the CONTRACTOR's Contract Manager or designee, whenever a contract discrepancy is identified. The problem shall be immediately resolved by the CONTRACTOR's Contract Manager.
- 1.5.3.2 CCA will determine whether a formal CDR (Technical Exhibit 3) shall be issued.
- 1.5.3.3 Upon receipt of a formal CDR, the CONTRACTOR is required to respond, in writing, to CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.3.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 Attendance at and Notice of Meetings

- 1.6.1 CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 Hours of Operation/Holidays

- 1.7.1 CONTRACTOR shall be available to provide services no less than forty (40) hours a week, on a work schedule approved by COUNTY.

CONTRACTOR will be available during COUNTY's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to COUNTY inquiries and to provide Cal-Learn Case Management services. COUNTY may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by CONTRACTOR at no additional cost to the COUNTY and approved by the COUNTY.

CONTRACTOR is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Contract is approved, and at the beginning of each calendar year.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable variance from a standard before the COUNTY will determine a specific service to be unacceptable. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. However, the COUNTY expects expert professional services to be provided at all times.

2.2 Adolescent Family Life Program (AFLP)

AFLP is a program funded by the Department of Health Services, Maternal and Child Health Branch to enhance education; and to improve the health; and social and economic well-being of pregnant and parenting adolescents.

2.3 Adolescent Family Life Program Standards

Standards and practices approved by the California Department of Health Services (CDHS) to which AFLP agencies must adhere. All Cal-Learn Case Management contractors must adhere to the AFLP Standards as well as any addenda adopted for Cal-Learn by CDHS and the California Department of Social Services (CDSS).

2.4 Ancillary Expenses

Ancillary Expenses are expenses that must be paid for a Cal-Learn Participant to attend and/or graduate from high school or achieve the equivalent. This includes, but is not limited to, school books, GED testing costs, and laboratory fees.

2.5 Bonus

Payment made to the Cal-Learn Participant when he/she makes Satisfactory Progress or receives his or her high school diploma or its equivalent.

2.6 Budget

The Budget is a document that details the CONTRACTOR's costs for providing services and is included as Attachment B (CONTRACTOR Budget and Employee Benefits) to this Contract. The Budget includes, but is not limited to, the following:

- 2.6.1 Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract),

Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Applicable Taxes and other (specified).

2.6.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified).

2.7 Cal-Learn Eligibility Inquiry (ICLE)

GEARS screen used to Participant's Cal-Learn eligibility status.

2.8 Cal-Learn Enrollment

An initial Cal-Learn orientation appointment (CL 1) letter has been initiated to the Participant, the Participant has been determined to meet Cal-Learn eligibility requirements, as defined by State regulations and County Cal-Learn Policies and Procedures, and the Participant has not been terminated or exempted from the Cal-Learn Program during the previous month, unless the Participant was newly enrolled and a new CL 1 was issued. Additionally, as of the last calendar day of the month, the Cal-Learn Participant has not been transferred to another Cal-Learn Case Management Contractor.

2.9 Cal-Learn Exit

The process used by DPSS to terminate a Participant's Cal-Learn case due to ineligibility.

2.10 Cal-Learn Program

A program mandated by State law (California Welfare and Institutions Code, Section 11331 through 11334) to provide Case Management and Supportive Services for teenage CalWORKs Participants who are pregnant or custodial parents, and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN program.

2.11 CalWORKs

CalWORKs is an acronym for "California Work Opportunity and Responsibility to Kids" which includes the State of California's Welfare-to-Work Program.

2.12 CalWORKs Case Assistance Unit

A group of related persons living in the same home who have been determined eligible for CalWORKs.

2.13 CalWORKs Participants

CalWORKs applicants/participants who COUNTY has determined are eligible for participation in the CalWORKs Program. A Cal-Learn Participant must be an active CalWORKs Participant to be enrolled in Cal-Learn.

2.14 Case Information Inquiry (ICAS)

GEARS Screen used to maintain CalWORKs eligibility information on Cal-Learn Participants.

2.15 Contract Discrepancy Report (CDR)

A written report prepared by COUNTY to identify specific failures of CONTRACTOR in meeting contract standards.

2.16 Deferred Participant

A CalWORKs Participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn deferral criteria. Deferred Participants will still receive Case Management services but are not subject to Sanctions or eligible for Bonuses or Supportive Services.

2.17 Exempt Participant

A CalWORKs Participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn exemption criteria. Exempt Participants will receive no Cal-Learn services and are not subject to Sanctions or eligible for Bonuses.

2.18 Greater Avenues for Independence (GAIN)

GAIN is the acronym for the "Greater Avenues for Independence" program established with the passage of Assembly Bill 2580 on September 26, 1985. GAIN has been replaced by CalWORKs.

2.19 GAIN Program Handbook (PH)

The GAIN Program Handbook/Manual that covers policies and procedures which governs the COUNTY's administration of GAIN Case Management.

2.20 GAIN Regional Liaison

The COUNTY staff who supervises GAIN Services Workers.

2.21 GAIN Services Coordinator (GSC)

DPSS employees who act as a liaison between GAIN and CalWORKs District staff in resolving problems regarding GAIN sanctions and the exemption process. The GSC is

responsible for ensuring that both staff communicate, collaborate and cooperate when attempting to resolve various concerns.

2.22 GAIN Services Supervisor (GSS)

DPSS employee who oversees the work of the Cal-Learn GAIN Services Worker team and provides weekly and monthly reports to management.

2.23 GAIN Services Worker (GSW)

DPSS employee who is responsible for reviewing and approving deferrals, exemptions, good cause determinations, Bonuses and Sanctions that are recommended by the Cal-Learn Contract Case Manager. The GSW is also responsible for issuing Bonuses and supportive service payments.

2.24 GEARS

GEARS is an acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system to be used to support the GAIN program in Los Angeles County.

2.25 Inter-Agency Transfers

Cases that have been sent to another Cal-Learn service provider in the COUNTY.

2.26 Inter-County Transfers (CL 15 and CL 16)

Inter-County Transfers are cases that have been sent to Los Angeles County from neighboring or other counties. The Inter-County Transfer (CL 15) form is used when transferring cases and the Inter-County Transfer Summary (CL 16) form is used to provide a summary listing all Inter-County Transfers.

2.27 Maintain Case Phone and Address (MCAP)

GEARS screen used to maintain Participant’s phone number and address.

2.28 Participant Component Selection (IPCA)

GEARS screen used to list the components participants have been assigned.

2.29 Participants Served

Participants receiving CalWORKs benefits, meet Cal-Learn Program requirements, as defined in applicable State regulations and County Cal-Learn Policies and Procedures, and have been enrolled in the Cal-Learn Program.

2.30 Performance Requirements Summary (PRS)

The PRS is a document furnished by the COUNTY (Technical Exhibit 1) which identifies and summarizes the key performance indicators of this Contract. COUNTY will use the PRS in evaluating CONTRACTOR performance to assure that the Contract performance standards are met.

2.31 Person Record Inquiry (IPRC)

GEARS screen used to maintain Participant's information such as birthday, name, and eligibility status.

2.32 Quality Control Plan

All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.33 Report Card

A periodic report that is routinely issued by schools which documents Cal-Learn Participant's academic achievements.

2.34 Sanction

A Sanction is a reduction of CalWORKs benefits for the CalWORKs payee attached to the Cal-Learn Participant's case. The Sanction is applied when the Cal-Learn Participant fails to participate or receives less than a "D" grade average, or a 1.0 grade point average.

2.35 Satisfactory Progress

Report Card which indicates the Cal-Learn Participant has received a grade average of "C" or higher, or a 2.0 grade point average or higher.

2.36 Service Month

The Service Month is the current month in which services are being provided to Cal-Learn Participants.

2.37 State

The State of California.

2.38 Supportive Services

Transportation, child care and Ancillary Expenses needed by Cal-Learn Participants to enable them to attend school.

2.39 Welfare-to-Work Division

A Division within DPSS that is responsible for administering the GAIN program, and the Cal-Learn Program in Los Angeles County.

2.40 Orientation Attendance Rate

A Performance Outcome Rate based on a periodic review of all Cal-Learn Participants who have completed Cal-Learn Orientation. The rate for the population being reviewed is as follows:

<u>Population:</u>	Participants who have an open Cal-Learn component at any point in the review period, minus any Participants registered in error.
<u>Numerator:</u>	Participants who have completed the Orientation in the semi-annual review period of those that were scheduled to appear for orientation.
<u>Denominator:</u>	Participants with a scheduled Cal-Learn Orientation in the semi-annual review period, minus those that were erroneously referred.

The Orientation Attendance Rate is determined by dividing the numerator by the denominator.

2.41 School Enrollment Rate

A Performance Outcome Rate based on a periodic review of all Cal-Learn Participants who were enrolled in school. The rate for the population being reviewed is follows:

<u>Population:</u>	Participants who have an open Cal-Learn component at any point in the review period, minus any Participants registered in error.
<u>Numerator:</u>	Participants who were enrolled in school at any time during the semi-annual review period. The enrollment date is not restricted to the semi-annual review period and can have occurred in a prior semi-annual review period.
<u>Denominator:</u>	Participant: <ul style="list-style-type: none">a. Is in Number Served (i.e., enrolled in Cal-Learn); andb. Has completed Cal-Learn Orientation; andc. Was not erroneously referred to CONTRACTOR.

The School Enrollment Rate is determined by dividing the numerator by the denominator.

2.42 Report Card Submission Rate

A Performance Outcome Rate based on a periodic review of all Cal-Learn Participants who are enrolled in school and had at least one Report Card due in the semi-annual review period. The rate for the population being reviewed is as follows:

- Population: Participants who have an open Cal-Learn component at any point in the review period, minus any Participants registered in error.
- Numerator: Participants who submitted one or more Report Cards in the semi-annual review period of those that were due.
- Denominator: Participants who were enrolled in school at some time in the semi-annual review period and had at least one Report Card due in the semi-annual review period.
- Participants enrolled in school during the semi-annual review period; and
 - Had a Report Card due in the semi-annual review period that does not fall in 90-Day Participation Period; and
 - Were not erroneously referred to CONTRACTOR; and
 - The Report Card due date falls during a period of Cal Learn eligibility.

The Report Card Submission Rate is determined by dividing the numerator by the denominator.

2.43 Graduation Rate

A performance outcome rate based on a periodic review of all Cal-Learn Participants that have graduated or completed their high school education via high school diploma, General Education Development (GED), or its equivalent. The rate for the population being reviewed is as follows:

- Population: Participants who have an open Cal-Learn component at any point in the review period, minus any Participants registered in error.
- Numerator: Participants who graduated (high school diploma, GED, or its equivalent) in the annual review period. If a Participant falls under either a, b, c, or d, shown below, he/she is counted as an individual who has graduated.
- \$500 Bonus issued in the annual review period; or
 - Component End Code = "57" (graduated) and component end date in the annual review period; or
 - GED/High School Diploma = "Y" and GED/High School Diploma Received date in the annual review period; or
 - Otherwise noted as "graduated" in COUNTY management systems (i.e., GEARS or any alternate means approved by COUNTY, such as CONTRACTOR provided data

- Denominator: Participants that left the Program in the annual review period who have at least completed the 11th grade level. If a Participant falls under either a, b, c, or d, shown below, he/she is counted as an individual who has left the Cal-Learn Program
- a. Component End Codes "57", "60" or "70";
 - b. Component End Date in the annual review period;
 - c. Last grade completed equal to or greater than the 11th grade and not in 90-Day Participation Period; and
 - d. Were not erroneously referred to CONTRACTOR.

The Graduation Rate is determined by dividing the numerator by the denominator.

2.44 Performance Outcome Measures

Performance Measures that reflect outcomes that are reflective of the CONTRACTOR's performance. The Performance Outcome Measures are: Orientation Attendance Rate, School Enrollment Rate, Report Card Submission Rate and Graduation Rate.

3.0 COUNTY FURNISHED ITEMS

COUNTY furnished items are provided by COUNTY for the term of the Contract only and are solely for the performance of this Contract.

3.1 Equipment

3.1.1 For the purpose of this Contract, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printers and the necessary transmission lines. This equipment remains the property of COUNTY. Upon termination of this Contract, COUNTY shall remove the GEARS terminals, printers and the transmission lines.

3.2 Maintenance Repairs and Replacement

3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.2.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

3.2.3 CONTRACTOR shall not install software or screen savers on COUNTY provided PCs. Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying

the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.3 Materials

COUNTY shall provide:

- 3.3.1 List of State regulations and County Cal-Learn Policies and Procedures, including, but not limited to CDSS MPP Chapter 42-700 and the DPSS GAIN Program Handbook, Chapter 1800, and all applicable updates.
- 3.3.2 DPSS Operations Handbook, Section 21, Civil Rights Program and all applicable updates;
- 3.3.3 A supply of Civil Rights Complaint forms, PA 607, for use by trainees in reporting civil rights complaints;
- 3.3.4 A list of the COUNTY- observed holidays;
- 3.3.5 Cultural Awareness, and Child/Elder Abuse Awareness and Reporting trainings; and
- 3.3.6 DPSS hiring guidelines for CONTRACTOR use in assessing the appropriateness of hiring Contracted staff under this Contract.

3.4 Referrals

COUNTY shall provide listings of CalWORKs recipients who appear to be eligible for Cal-Learn.

3.5 Services

- 3.5.1 COUNTY shall provide the payment system for Cal-Learn child care, transportation, Ancillary Expenses and Bonuses. COUNTY shall also provide a system for deducting Cal-Learn Sanctions.

3.6 Supplies

COUNTY shall provide:

- 3.6.1 Video training tapes for child abuse, elder abuse, civil rights and cultural awareness.
- 3.6.2 State-approved Nondiscrimination In-Services Notices, Civil Rights complaints forms, all other State-mandated and COUNTY-mandated forms, posters and fliers describing Participant's grievance and State Hearing rights.

- 3.6.3 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.6.4 The COUNTY GAIN and Cal-Learn Plans and any significant revisions/annual updates.
- 3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards.

CONTRACTOR shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all Contract services, except for those provided COUNTY as identified in Section 3.0, COUNTY Furnished Items of this Statement of Work, here above.

4.0 CONTRACTOR FURNISHED ITEMS

4.1 Personnel

- 4.1.1 CONTRACTOR shall provide all supervisory, administrative, and direct labor personnel, including bilingual personnel, to accomplish all work required by this Contract.
- 4.1.2 CONTRACTOR shall maintain staffing levels as approved by DPSS. Should CONTRACTOR determine that provided services require additional or fewer staff, CONTRACTOR shall obtain prior approval from DPSS.
- 4.1.3 CONTRACTOR's Cal-Learn Contract Case Managers shall possess an expertise in the education, training and other social and health service needs of teen parents, as well as the local programs that provide these services.
- 4.1.4 CONTRACTOR shall provide staff that is bilingual, or provide interpretive services for Participants who cannot communicate in English. CCA will notify CONTRACTOR of language requirements for the areas served. Although a Participant shall not be required to provide an interpreter, CONTRACTOR shall not be prohibited from utilizing an interpreter voluntarily provided by the Participant (e.g., a relative or friend).
- 4.1.5 CONTRACTOR must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.
- 4.1.6 CONTRACTOR shall conduct, at no cost to COUNTY, background and security investigations, pursuant to Contract, Section VII, Administration of Contract – CONTRACTOR, Section 4.0, Background and Security Investigations, to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions [Attachment M, Department of Public Social Services (DPSS) Criminal Convictions Information Notice].

4.2 Facilities, Equipment and Supplies

- 4.2.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings for Case Management operations, which are acceptable to COUNTY, accessible to participants, and in conformity with general COUNTY facility standards.
- 4.2.2 CONTRACTOR shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all services/materials not specifically provided by the COUNTY at all CONTRACTOR facilities used for Cal-Learn services.
- 4.2.3 CONTRACTOR shall provide COUNTY with updated lists of all sites to be used in administering these services, including any extension site.
- 4.2.4 CONTRACTOR shall provide supplies, unless otherwise specified in this Statement of Work, Section 3.0, COUNTY Furnished Items necessary to perform all services required by this Contract and adhere to all requirements imposed on CONTRACTOR by this Contract. CONTRACTOR may augment the equipment provided by COUNTY at no cost to COUNTY and with prior COUNTY approval.

4.3 Materials

CONTRACTOR shall post in each CONTRACTOR facility, in an area that is easily accessible to CONTRACTOR employees and Cal-Learn Participants, Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90010-9856
Telephone Number (213) 251-7278.

4.4 Training

CONTRACTOR shall provide:

- 4.4.1 DPSS approved child abuse, elder abuse, cultural awareness, civil rights and Cal-Learn orientation training for CONTRACTOR's staff who have direct contact with Cal-Learn Participants.
- 4.4.2 DPSS approved training to CONTRACTOR's staff for program reinforcement, internal operations procedures, and any other supplemental training determined necessary by CONTRACTOR or COUNTY.

4.5 Services

- 4.5.1 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer

equipments are secure and confidentiality is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be approved by COUNTY.

- 4.5.2 If CONTRACTOR changes the GEARS terminal and printer location, CONTRACTOR shall provide a minimum of 60 days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY provided computer equipment.
- 4.5.3 For all COUNTY equipment located at CONTRACTOR's facilities, CONTRACTOR shall provide sufficient security measures for GEARS terminals and COUNTY provided software to ensure that they are secure, and confidentiality of Cal-Learn Participants' information and records is maintained. CONTRACTOR shall likewise provide all security necessary for any computer terminal containing GEARS or any COUNTY database, e-mail, or COUNTY provided software, including securing access and ensuring that confidentiality is maintained. CONTRACTOR shall provide security sufficient to protect all COUNTY data in any media. All data must be password protected to ensure only authorized staff have access. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be pre-approved by COUNTY.
- 4.5.4 CONTRACTOR shall report in writing to the CCA immediately upon discovery, the loss or theft of COUNTY supplied computer equipment, software, and supplies. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA. If damages to equipment and/or theft of equipment occur due to the CONTRACTOR's negligence as determined by the COUNTY, the CONTRACTOR shall be responsible for the cost of repairs/replacements and will be billed by the COUNTY for damaged County equipment. Unannounced site inspections may be made by DPSS Property Management and/or other County or local government personnel (fire, city, etc.).
- 4.5.5 CONTRACTOR must maintain the security and integrity of GEARS by having up-to-date GEARS User Agreements (provided by the COUNTY) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. CONTRACTOR shall ensure that only authorized CONTRACTOR personnel are permitted access to GEARS, the LEADER terminal, and COUNTY database.
- 4.5.6 The COUNTY must evaluate and approve all software or tools used in the operation or support of the Cal-Learn Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

4.6 Return of Supplies, Forms and Equipment

- 4.6.1 Upon the Contract's termination, CONTRACTOR shall transfer to DPSS equipment purchased with COUNTY funds as well as any unused supplies and

forms purchased for this Contract. In the alternative, CONTRACTOR may provide the residual value of the equipment to COUNTY.

4.6.2 Prior to the termination of the Contract, CONTRACTOR may use furniture purchased for this Contract, in exchange for services or equipment of equal value, as approved by COUNTY.

4.6.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the assets in place of the actual assets.

4.7 Complaint Resolution Procedures

4.7.1 CONTRACTOR shall establish a procedure to resolve user complaints and provide such procedure to the COUNTY within 15 business days after Contract effective date.

4.7.2 CONTRACTOR shall notify the COUNTY, in writing, within five (5) workdays, of receiving a user's complaint.

4.8 Civil Rights Complaint Procedures

4.8.1 CONTRACTOR shall provide and assist Participants with completing a PA 607 Complaint of Discriminatory Treatment in the Participants' primary language.

4.8.2 CONTRACTOR shall maintain a log of Civil Rights complaints.

4.8.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator and DPSS Civil Rights Section (CRS).

4.8.4 All CCM/CRLs shall forward all PA 607s to the CCA within two (2) business days.

4.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

Note: In processing civil rights complaints, CCM/CRLs should not attempt to conduct an investigation. All civil rights investigations are handled strictly by the CRS staff.

5.0 SPECIFIC TASKS

5.1 Overview of Case Management Operations and Tasks

5.1.1 CONTRACTOR is responsible to administer Cal-Learn Case Management in accordance with all applicable laws, policies, and existing or future State and COUNTY regulations governing Cal-Learn, including but not limited to California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769. The

Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800, hereinafter referred to as "County Cal-Learn Policies and Procedures." Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.

- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described in this Contract.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Contract. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services pursuant to the specific tasks listed in Section 5.0 of this Statement of Work to each eligible CalWORKs Participant without exception; unless otherwise notified by the COUNTY to cease services or the Participant is no longer eligible in accordance with State regulations and County Cal-Learn Policies and Procedures.

5.2 Identification and Recruitment of Cal-Learn Participants

- 5.2.1 COUNTY shall provide a listing of CalWORKs Participants in the CONTRACTOR's service delivery area who appear to be eligible for Cal-Learn. Recruitment may occur through CONTRACTOR Co-Location at DPSS CalWORKs district offices, as described below in Section 5.15 of this Statement of Work, Co-Location at COUNTY Sites.
- 5.2.2 CONTRACTOR may independently identify participants that are eligible for the Cal-Learn Program, as defined by applicable State regulations and County Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible teen parent, CONTRACTOR will notify GAIN Cal-Learn Line Operations to verify the participant's CalWORKs and Cal-Learn eligibility on GEARS and LEADER. CONTRACTOR will confirm the status of a potentially eligible Cal-Learn Participant by reviewing GEARS screens: 1) ICLE; 2) IPRC; and, 3) ICAS.
 - 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services will be provided.

5.3 Cal-Learn Notification and Enrollment

- 5.3.1 Upon identifying Participant as eligible for Cal-Learn, as stated in this Statement of Work, Section 5.2, Identification and Recruitment of Cal-Learn Participants above, CONTRACTOR shall enroll the Participant in the Program via GEARS or any other COUNTY approved means.
 - 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) workdays of receiving eligibility confirmation from GAIN Cal-Learn Line Operations.

- 5.3.1.2 Within four (4) workdays of assigning a Participant to a Cal-Learn Contract Case Manager, the CONTRACTOR shall set an orientation appointment date and send a CL 1, Cal-Learn Registration/Program Information/Orientation Appointment Notice, to both the eligible teen and the Head of the CalWORKs Case Assistance Unit. The appointment notice shall be sent at least ten (10) workdays prior to the appointment date.
- 5.3.2 Once a Participant is assigned to a Cal-Learn Contract Case Manager, the CONTRACTOR shall create a file folder for each referred Participant. The file folder shall contain all pertinent information related to Cal-Learn services.
- 5.3.3 For any Cal-Learn Participant erroneously referred to CONTRACTOR, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 Cal-Learn Orientation

- 5.4.1 CONTRACTOR shall provide Cal-Learn Orientation to all Cal-Learn Participants as described in Section 5.3, Cal-Learn Notification and Enrollment above. The Orientation appointment date shall be scheduled no later than twenty (20) workdays after Cal-Learn assignment.
- 5.4.2 Orientation shall comply with all applicable State regulations and County Cal-Learn Policies and Procedures.
- 5.4.3 The CONTRACTOR standard for Participant completion of Cal-Learn Orientation is that at least **73 percent** of all newly enrolled Participants shall complete Cal-Learn Orientation, excluding erroneously referred Participants.
- 5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn Participants who do not attend the scheduled Orientation and will continue recruitment efforts for Orientation attendance through such means as telephone calls, home visits, and letters.

5.5 Case Management

CONTRACTOR shall provide continuous Case Management, as specified in the Adolescent Family Life Program standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR will maintain a monthly Cal-Learn Contract Case Manager ratio of no more than 40 clients per Cal-Learn Contract Case Manager as specified in the Adolescent Family Life Program standards.

5.5.1 Case Plan

Within sixty (60) workdays of the Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan for each Cal-Learn

Participant. The purpose of the case plan is to assist Participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall meet all the requirements provided in State regulations and comply with State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall develop a case plan for those Cal-Learn Participants who fail to attend the Orientation appointment.

5.5.2 Cal-Learn Plan Review

CONTRACTOR shall monitor each Cal-Learn Participant's progress through monthly contacts with the Participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the Participant's progress. If needed, CONTRACTOR shall make necessary changes to the case plan to improve the Cal-Learn Participant's progress.

Cal-Learn Contract Case Manager shall act as a counselor, colleague, and role model so that each Cal-Learn Participant has someone to trust and rely upon for advice and guidance.

5.6 Supportive Services

CONTRACTOR shall identify a Participant's unmet needs for child care, transportation, and other expenses needed to attend school full-time.

5.6.1 CONTRACTOR shall document a Participant's supportive service needs and forward COUNTY-required payment information to the GAIN Services Worker.

5.6.2 CONTRACTOR shall report Supportive Services overpayments and underpayments to the GAIN Services Worker within five (5) workdays after date of discovery.

5.6.2.1 If a Participant does not use the monies (ancillary and/or transportation Supportive Services) received for the purpose they were intended it is considered an overpayment.

5.6.2.2 If a Participant does not receive the total monies he/she is entitled to for ancillary and/or transportation Supportive Services, it is considered an underpayment.

5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 School Attendance and Report Cards

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with Participants to address barriers to school enrollment. Therefore, the

CONTRACTOR shall maintain a standard for school enrollment that is at least **62 percent** for all Cal-Learn enrolled Participants who attended and completed Cal-Learn orientation will be enrolled in high school or an equivalent program.

5.7.2 Report Card Schedule

CONTRACTOR shall give in person or mail to the Cal-Learn Participant, the CalWORKs payee and the GAIN Services Worker, the initial Report Card schedule and all updates to the Report Card schedule. The Report Card schedule is developed by the Cal-Learn Contract Case Manager as part of the Case Plan, and should contain no more than four calendar dates per 12-month period on which the Cal-Learn Participant shall be required to submit a Report Card to the Cal-Learn Contract Case Manager. Updates to the Report Card schedule are developed when the previous Report Card is due or has been submitted or, as necessary during the Case Plan Review. The Report Card schedule and updates shall be on a COUNTY-approved form.

The CONTRACTOR shall meet the standard for Report Card schedules, which is that at least **70 percent** of all Cal-Learn enrolled Participants who are in school shall provide Report Cards, excluding the first Report Card generated by GEARS after the Cal-Learn Program's 90-Day Participation Period.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that Report Cards are submitted by the Cal-Learn Participant in accordance with the Report Card schedule in Subsection 5.7.2 above, within ten (10) business days after the Report Card issue date.

5.7.4 High School Graduation

The CONTRACTOR standard for high school graduation is that at least **60 percent** of all Cal-Learn Participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, are not in their 90-Day Participation Period and have not been exited due to loss of CalWORKs eligibility, shall complete their high school education while in the Cal-Learn Program.

5.8 Good Cause Determinations

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn Participant. CONTRACTOR shall determine whether or not good cause exists before recommending a Sanction. If good cause exists, and a Sanction is not appropriate, the CONTRACTOR shall send documentation to the GAIN Services Worker, who will make the final determination on the good cause recommendation.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 Deferrals

- 5.9.1 CONTRACTOR shall continue Cal-Learn Case Management during the time a Cal-Learn Participant is deferred. Supportive Services payments shall not continue if the Participant is deferred.
- 5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three (3) months. The Cal-Learn Contract Case Manager shall send a deferral recommendation and supporting documentation to the GAIN Services Worker for approval and consistent with State regulations and County Cal-Learn Policies and Procedures.

5.10 Exemptions

Cal-Learn services are not provided to teens exempted from Cal-Learn. For Exempt Participants, CONTRACTOR shall review the exemption reason when it expires and no less than every six (6) months. COUNTY shall provide a Cal-Learn Exemption Expiration Report. CONTRACTOR shall manage the Participant's exemption expiration date and evaluate the appropriateness of action(s) to be taken.

The Cal-Learn Contract Case Manager shall follow applicable Cal-Learn Policies and Procedures in recommending an exemption and send an exemption recommendation and supporting documentation to the GAIN Services Worker for approval.

5.11 Referrals

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn Participant, the Cal-Learn Participant in collusion with a service provider, or any family member of the Participant is suspected of committing welfare fraud. Initial reports/referrals may be verbal or in writing. When making a verbal report, CONTRACTOR shall ensure that a written referral is submitted within three (3) workdays of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing DPSS procedures. Initial reports may be verbal or in writing. When making a verbal report CONTRACTOR shall ensure that a written report is submitted within three (3) workdays of the initial report.

5.12 **Cal-Learn Exits**

- 5.12.1 CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing Cal-Learn eligibility. When the Participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the Participant's Cal-Learn component in no more than five (5) workdays from the date of notification via the final checklist received from the GAIN Services Worker stating the Participant was ineligible.
- 5.12.2 CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which Cal-Learn eligibility stopped. When a Bonus, Sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the Participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five (5) working days prior to the end of that month. Information shall be retained and documented in Participant's case file.
- 5.12.3 CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn Participant is no longer eligible. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 **Inter-County Transfers (ICT)**

- 5.13.1 For cases being **transferred in** from other counties in California, CONTRACTOR shall provide appropriate Case Management services and referrals for Supportive Services effective the date the CL 15, Notification of Inter-County Transfer, or the CL 16 Notification of Inter-County Transfer Summary is received and date-stamped by the COUNTY. The COUNTY shall provide the date-stamped CL 15 or CL 16 to the CONTRACTOR within three (3) workdays of its receipt.
- 5.13.2 CONTRACTOR shall assign ICT cases to Cal-Learn Case Managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties.
- 5.13.3 CONTRACTOR shall forward CL 16 to COUNTY within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the Service Month in which the case was transferred in and processed by COUNTY. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS.
- 5.13.4 For cases being **transferred out** to other counties in California, the CONTRACTOR shall notify the GAIN Deputy Administrator, and initiate Cal-Learn Exit procedures within three (3) workdays of receiving notification of a Participant's move to another county.

5.14 Inter-Agency Transfers

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR'S caseload.

5.14.1 CONTRACTOR shall transfer those cases in which the Participant has moved to another service area within Los Angeles County in a timely manner, per established COUNTY procedures. For outgoing cases, CONTRACTOR shall, within five (5) work days of receiving COUNTY notification or upon the CONTRACTOR receiving verification that a Participant has moved, verify a Participant's change of address, confirm the new address service area, transfer the Cal-Learn case, notify the new provider per established procedures, and transfer the case electronically in GEARS, per established COUNTY procedures.

5.14.2 For incoming cases, CONTRACTOR, acting as the receiving agency, shall, within five (5) work days of request, provide the information necessary to complete the transfer. Should COUNTY affect CONTRACTOR'S ability to transfer a case in a timely manner, CONTRACTOR shall complete the transfer as soon as possible.

5.14.2 In the event that a Cal-Learn Participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.

5.14.3 For incoming cases, CONTRACTOR shall, upon receiving GEARS notification of transfer, assume responsibility for the Cal-Learn case and assign it within four (4) workdays to a case manager.

5.14.4 CONTRACTOR shall ensure proper invoicing on all outgoing and incoming Inter-Agency Transfers, as CONTRACTOR would no longer be eligible for payment in the Service Month in which the case was transferred out, but will be eligible for payment in the Service Month in which it received case transfers.

5.15 Co-Location at COUNTY Sites

CONTRACTOR may utilize COUNTY designated premises only for the purpose of soliciting Cal-Learn Participants for the Cal-Learn Program. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall, at all COUNTY sites:

5.15.1.1 Abide by the COUNTY'S rules and regulations as described in Contract Section VIII, Standard Terms and Conditions, Section 62.0, Rules and Regulations.

5.15.1.2 Keep the occupied area in a clear and sanitary manner.

- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Contract, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- 5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR'S activities are being conducted in compliance with the terms of this Contract, or for any other purpose incidental to the performance of the duties required of the COUNTY.
- 5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide a table and chair to CONTRACTOR, to conduct outreach activities.

5.15.2 Alterations and Improvements to Facilities

- 5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished other than for the installation and placement therein of personal property required for said activities without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.
- 5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Contract's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Contract.

5.16 Administrative Tasks

CONTRACTOR shall provide all administrative services necessary to perform the contract requirements specified in this contract as follows:

- 5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment G-1, is signed and a copy is on file for each employee prior to his/her commencing work under this Contract.

- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with program changes as well as systems and regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All CONTRACTOR'S contract staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of Participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and has and will work with Participants to address language and cultural barriers to education that Participants may demonstrate.
 - 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State Cal-Learn Regulations, COUNTY requirements, Participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
 - 5.16.4.4 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program Participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn Participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices, and Checklists from GSW;
 - 5.16.5.1.4 Cal-Learn Participant's Case Plan;
 - 5.16.5.1.5 All Report Cards and/or Progress Reports;
 - 5.16.5.1.6 Documentation of all contact with school officials;
 - 5.16.5.1.7 Verification of Deferrals and Exemptions, and all Recommendations for Bonuses and Sanctions;

- 5.16.5.1.8 Document case file to substantiate all contact with the Participant, for cause determinations, and for all recommendations made to the GAIN Services Worker;
 - 5.16.5.1.9 Document Supportive Services needs/Referrals;
 - 5.16.5.1.10 Document all Complaints.
 - 5.16.5.2 A security system shall be maintained by CONTRACTOR to protect the confidentiality of the files.
 - 5.16.5.3 Retain files as required in Record Retention and Inspection/Audit Settlement, Contract Section VIII, Standard Terms and Conditions, Section 59.0.
- 5.16.6 Contract staff at each site shall be available to discuss Participant's progress records with COUNTY between the hours of 8:00 a.m. and 5:00 p.m.

CONTRACTOR's Contract Manager or designee shall attend meetings and provide Participant progress records and other documentation as requested by COUNTY. COUNTY shall provide five (5) days notice of scheduled meetings.

CONTRACTOR shall maintain a supply of Civil Rights Complaint forms (PA 607), which will be furnished by the COUNTY as needed during the life of the Contract. CONTRACTOR shall assist Participant in completing the Civil Rights Complaint form whenever a Cal-Learn Participant has stated that his/her rights were violated. The PA 607 form shall be sent to the CCA within two (2) business days of form's completion.

- 5.16.7 CONTRACTOR shall be available to consult with COUNTY as needed in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes, when requested by COUNTY, within five-work days of a telephone call or written notice from the COUNTY.
- 5.16.8 Annually or upon demand of COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Contract and a copy shall be sent to the CCA.

5.17 Reporting Tasks

- 5.17.1 CONTRACTOR shall send a monthly Ongoing Services Invoice to the CCA. The Invoice is due by the fifteenth (15th) calendar day of the month following the report month (month in which CONTRACTOR provided Services to the Participant). CONTRACTOR will use data from GEARS reports to reconcile with its own records, where applicable.
- 5.17.2 CONTRACTOR shall provide on a semi-annual basis:

5.17.2.1 Summaries of Participant success stories, due on April 15th and October 15th of each year.

5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR'S network of service providers, due on April 15th and October 15th of each year.

5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 Performance Outcome Measures

5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Contract. In addition, the Contract includes four Performance Outcome Measures, as defined in this Statement of Work, Section 2.43 and the respective standards reflected as rates as detailed in this Statement of Work, Subsections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.

5.18.2 In assessing financial bonuses and deductions to CONTRACTOR, the following evaluation periods shall be used for the listed Performance Outcome Measures:

5.18.2.1 COUNTY shall evaluate CONTRACTOR performance every six months based on Orientation Completion, Report Card Submission and School Enrollment.

5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its Graduation Rate during the annual evaluation period of the Contract.

5.18.2.3 Should the CONTRACTOR merit bonuses or deductions based on its performance in the areas mentioned above, they will be assessed once during the Contract Year.

5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed Performance Outcome Measures for the monitoring period exceed the measures' standards by larger than the AQL listed in Technical Exhibit 2, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the Performance Outcome Measures.

5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed Performance Outcome Measures for the monitoring period fall below the Measures' standards by more than the AQL listed in Technical Exhibit 2, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the Performance Outcome Measures.

5.18.5 Bonuses and deductions to CONTRACTOR shall not exceed ten percent (10%) of CONTRACTORS' monthly payment issued during the Performance Outcome Measures' evaluation period, as described in Contract Section V, Invoices and

Payment, Section 2.0, Invoices. The highest monthly payment in the evaluation period shall be used in making this assessment.

- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on Performance Outcome Measures.
- 5.18.7 During the second year of the Contract, it is understood that the Performance Outcome Measures are subject to evaluation. Accordingly, COUNTY reserves the right to revisit and re-assess the appropriateness of the standards and their methodologies. COUNTY, at its sole discretion, reserves the right to waive bonuses/deductions should resulting Performance Outcome Measures appear discrepant.
- 5.18.8 Should rates in any of the Performance Outcome Measures exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.

For the purposes of imposing bonuses or deductions to CONTRACTOR, the evaluation periods shall follow the time frames noted above. The COUNTY, at its sole discretion, reserves the right to impose bonuses and deductions.

- 5.18.10 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. COUNTY reserves the right to determine the appropriateness of providing supporting data.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1. Introduction

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The COUNTY will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. The COUNTY will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 Performance Requirements Summary Chart

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 2 and provides the following:

- 6.2.1 Lists the Contract requirements considered most critical to acceptable contract performance (Column 1 of Chart).
- 6.2.2 Provides the performance Indicators used to determine that the Standards have been met (Column 2 of Chart).
- 6.2.3 Defines the Standard(s) of performance for each required service (Column 3 of Chart).
- 6.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses Performance Indicator points or financial deduction/bonuses. (Column 4 of Chart).
- 6.2.5 Shows the monitoring methods that shall be used when monitoring each required service (Column 5 of Chart).

6.2.6 Shows the amount of Unsatisfactory Performance Indicator amounts and/or points that may be assessed for exceeding the AQL (Column 6 of Chart). These indicators may serve as the baseline for assessing liquidated damages. Also includes, where appropriate, financial deductions/bonuses.

6.3 Quality Assurance

CONTRACTOR performance will be compared to the Contract standards and Acceptable Quality Levels (AQLs) using the COUNTY's Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection/monitoring methods to evaluate the CONTRACTOR's performance, including, but not limited to:

6.3.1 Review of CONTRACTOR's:

- Reports
- Records
- Files
- Quality Control Plan
- Budget
- Invoice(s)

6.3.2 User Complaints;

6.3.3 Random Sampling (which is a standardized method for monitoring product output quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection);

6.3.4 On-site visits;

6.3.5 Case Reviews;

6.3.6 Reports provided by the Information and Statistical Services (ISS) Section;

6.3.7 GEARS reports;

6.3.8 GEARS records/screens.

6.4 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

6.4.1 Verbal notification of a contract discrepancy will be made by COUNTY to the CONTRACTOR's Contract Manager or designee, whenever a contract discrepancy is identified. The problem shall be immediately resolved by the CONTRACTOR's Contract Manager. The CCA will determine whether a CDR (Technical Exhibit 3) will be issued.

6.4.2 If a CDR is issued, it will be sent to the CONTRACTOR's Contract Manager or designee.

- 6.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 6.4.4 A plan presenting a program for immediate corrective action of all failures, including a time table for correction of all discrepancies identified in the CDR shall be submitted to the CCA within ten (10) business days of receipt of CDR.
- 6.4.5 At the discretion of the CCA, a meeting shall be held within ten (10) business days of receipt of the CDR, as mutually agreed, to discuss the problems presented in the CDR.
- 6.4.6 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to deem it an unsatisfactory performance for the month.

6.5 **Criteria for Acceptable or Unacceptable Performance**

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;

Lot Size - the total number of units or services provided during the sample period;

Sample Size - The number of units to be checked for a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often the CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* penalty points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

6.6 Remedy of Defects

Upon a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 Unsatisfactory Performance Remedies

When CONTRACTOR performance does not conform with the requirements of this contract, the COUNTY shall have the right to apply the following non-performance remedies:

- 6.7.1 Require CONTRACTOR to implement a formal Corrective Action Plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 Assess penalty points for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL. Should the monthly total of penalty points exceed 50 in any given month, CONTRACTOR shall be required to meet with COUNTY and address specific plans to immediately rectify deficiencies. Provisions included in Contract, Section VIII, Section 25.0, COUNTY's Quality Assurance Plan, will apply to these occurrences.
- 6.7.3 Suspend or cancel the Contract for systematic, deliberate misrepresentations. This does not preclude COUNTY's right to terminate the Contract upon 30 days written notice with or without cause, as provided for in this Contract Section VIII, Section 66.0, Termination for Convenience, herein above.
- 6.7.4 Failure of CONTRACTOR to comply with or satisfy the COUNTY's request(s) for improvement of performance or to perform the neglected work specified within five business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.
- 6.7.5 Assess \$100 deductions for each percentage point below the designated AQL for rates on: Cal-Learn Orientation, School Enrollment, Report Card Submission, and High School Graduation.
- 6.7.6 Assess a \$100 deduction per each day invoices and/or reports are submitted late.

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY CHART
CAL-LEARN CASE MANAGEMENT PROGRAM

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Contract Section VIII, Standard Terms and Conditions, Section 7.0, Child/Elder Abuse/Fraud Reporting and Attachment A, Statement of Work, 4.3, Materials - Complies with all laws such as Child/Adult Abuse Reporting Responsibilities and EEO & Nondiscrimination Notices	Instances of abuse reported. Notices posted.	Instances of abuse reported timely. Notices posted in CONTRACTOR facilities and easily accessible to employees.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Contract Section VIII, Standard Terms and Conditions, Section 10.0, Complaints and Attachment A, Statement of Work, Section 4.7, Complaint Resolution Procedures and 4.8, Civil Rights Complaint Procedures.	Contractor follows procedures to receive, investigate and respond to user complaints.	<p>Submits, within 15 business days of contract effective date, policy on handling complaints.</p> <p>Provides updates to plans timely.</p> <p>Notifies CCA of status of investigations within 5 days of receiving complaints.</p> <p>Provides copies of responses to complaints within 3 business days.</p> <p>For civil rights complaints, provides and assists the Participant with completing the necessary civil rights complaint form and forwards it correctly and timely.</p>	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.
Contract Section VIII, Standard Terms and Conditions, Section 15.0, Confidentiality.	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	<p>Copy of the Acknowledgement and Confidentiality Agreement in CONTRACTOR files.</p> <p>No unauthorized release of information.</p>	0%	Random sample user complaint.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Contract Section VIII, Standard Terms and Conditions, Section 17.0, Consideration to Hire GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
Contract Section VIII, Standard Terms and Conditions, Section 22.0, CONTRACTOR's Employees, and Attachment A, Statement of Work, Subsection 1.3.3.3, and Section 4.1.5, Personnel - Personnel Qualifications	Contractor Staffing Qualifications. Bilingual Certification Process.	CONTRACTOR staff posses the needed training, background and meet the AFLP guidelines to provide Cal-Learn Case Management Services. CONTRACTOR must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Contract Section VII, Administration of Contract - Contractor, Section 4.0, Background and Security Investigations and Attachment A, Statement of Work, Subsection 1.3.3.3 and 4.1.6 - Criminal Background Checks	Background and Security Investigations	Conduct criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.
Attachment A, Statement of Work, Section 1.3.1.4 - Key CONTRACTOR Personnel.	Provide at Contract start-up, the name of CONTRACTOR's Contract Manager and Alternate.	CONTRACTOR's Contract Manager and Alternate's name received by CCA at Contract start-up.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Statement of Work, Section 1.4 Quality Control Plan (QC Plan).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on Contract start date. Revised QC Plans submitted to CCA within 5 days from when changes to the Plan are made. File of QC review records properly maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Subsection 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should CONTRACTOR determine that provided services requires additional or fewer staff.	0%	Review of Contractor's Budget and on-site review of Contractor's records.	10 points per incident.
Attachment A, Statement of Work, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)	Rate of newly enrolled Cal-Learn Participants that have attended Cal-Learn Orientation.	At minimum, 73% of all newly enrolled Participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) CONTRACTOR is expected to meet a performance outcome for completion of orientation; 3) CONTRACTOR is responsible for contacting Participants who do not attend the scheduled orientation.	5%	Semi-annual review of ISS' data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 68%, subject to provisions in Attachment A, Statement of Work, Section 5.18. \$100 bonus for each percentage point above 78%, subject to provisions in Attachment A, Statement of Work, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Section 5.5 – Case Management	Case Plan and Cal-Learn Plan review	<p>CONTRACTOR shall develop a comprehensive case plan for each Cal-Learn Participant within sixty (60) work days of the completed Cal-Learn orientation appointment.</p> <p>CONTRACTOR shall update the case plan at least once every quarter.</p> <p>CONTRACTOR shall monitor each Cal-Learn Participant's progress monthly.</p>	5%	Random sampling of Participant's records.	1 point for each percentage point in excess of the AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Section 5.6 – Supportive Services	Supportive Services needs are evaluated and documented. Change in Supportive Services status reported to GSW within (5) five workdays.	CONTRACTOR shall identify and evaluate unmet needs for child care, transportation, and other services needed to attend school full-time. 1) CONTRACTOR shall document a Participant's supportive service needs and forward payment information to the GSW. 2) CONTRACTOR shall report overpayments and underpayments to the GSW within 5 workdays after date of discovery. 3) CONTRACTOR shall maintain documentation of supportive services requests in the Cal-Learn case record.	3%	Site visits and review of randomly selected Participant cases.	5 points per percentage point exceeding AQL.
Attachment A, Statement of Work, Subsection 5.7.1, - School Enrollment Rate	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	CONTRACTOR is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 62% school enrollment of all Cal-Learn Participants who have completed orientation.	5%	Semi-annual review of ISS' data on school enrollment.	\$100 deduction for each percentage point below 57%, subject to provisions in Attachment A, Statement of Work, Section 5.18. \$100 bonus for each percentage point above 67%, subject to provisions in Attachment A, Statement of Work, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Subsection 5.7.2, - Report Card Schedule Submission Rate	<p>Rate of Report Cards received for all Cal-Learn Participants that are enrolled in school.</p> <p>The Report Card schedule shall be developed within thirty calendar days of the Participant's Cal-Learn Enrollment</p>	CONTRACTOR is expected to meet a performance outcome for Report Card submission. The minimum performance standard is 70% for the semi-annual period of the Contract for all Cal-Learn Participants enrolled in high school or an equivalent program.	5%	Semi-annual review of ISS' data on Report Cards due and submitted.	<p>\$100 deduction for each percentage point below 65% subject to provisions in Attachment A, Statement of Work, Section 5.18.</p> <p>\$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Statement of Work, Section 5.18.</p>
Attachment A, Statement of Work, Subsection 5.7.4, - High School Graduation Rate	Rate of high school completion for all Cal-Learn Participants that have completed the 11 th grade and are enrolled in school.	At minimum, 60% of all Cal-Learn Participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of ISS' data on high school completion	<p>\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Statement of Work, Section 5.18.</p> <p>\$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Statement of Work, Section 5.18.</p>

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Section 5.8 – Good Cause Determinations	Good Cause Determinations	<p>Cal-Learn Participant requests Good Cause Determinations.</p> <p>CONTRACTOR reviews and provides a recommendation regarding a Sanction, with supporting documentation to the GSW.</p> <p>CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.</p>	3%	User complaints or random sample.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Section 5.9 and 5.10 – Deferrals and Exemptions	Deferrals and Exemptions	<p>CONTRACTOR shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months.</p> <p>CONTRACTOR shall continue Cal-Learn Case Management during the Participant's deferral period.</p> <p>CONTRACTOR shall review exemptions when exemption period expires, but not less often than every six (6) months.</p>	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Section 5.11 - Referrals	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	<p>CONTRACTOR provides referrals to appropriate community services agencies to assist Participants to continue in or return to school.</p> <p>CONTRACTOR shall initiate a fraud referral and/or a Child/Elder abuse referral to GSW for suspected Welfare Fraud and/or Child/Elder abuse.</p> <p>Initial reports/referrals may be in writing. A verbal report is followed up with a written report within three (3) work days of the initial report.</p>	0%	Random sample or user complaints.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Section 5.12 – Cal-Learn Exits	Cal-Learn Exits	<p>CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.</p> <p>CONTRACTOR shall ensure all appropriate actions are taken for Cal-Learn Participants exiting the Program</p>	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, 5.13 - Inter-County Transfers (ICT)	Inter-County Transfers	<p>CONTRACTOR shall assign ICT cases to Cal-Learn Case Managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties.</p> <p>CONTRACTOR shall forward CL 16 to COUNTY within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.</p> <p>CONTRACTOR shall notify the GAIN Deputy Administrator, and initiate Cal-Learn exit procedures within three (3) workdays of receiving notification of a Participant's move to another County.</p>	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, Subsections 5.14.1 through 5.14.4 - Inter-Agency Transfers	Inter-Agency Transfers	<p>CONTRACTOR shall maintain effective controls to track cases and ensure cases are properly being transferred into and out of CONTRACTOR's caseload in a timely manner.</p> <p>1) For outgoing cases, CONTRACTOR shall, within 5 workdays of receiving COUNTY notification or upon the CONTRACTOR receiving verification that a Participant has moved, verify and confirm Participant's new address, transfer case, notify new provider and transfer case electronically in GEARS.</p> <p>2) For incoming cases, CONTRACTOR shall, within 5 days of request, provide information to complete the transfer.</p>	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Statement of Work, 5.16 - Administrative Tasks	Administrative Tasks	<p>CONTRACTOR shall provide all administrative services necessary to perform the requirements specified in this Contract.</p> <p>CONTRACTOR shall:</p> <ol style="list-style-type: none"> 1) Ensure Attachment G-1 is signed and a copy is on file for each employee prior to commencing work under this Contract. 2) Investigate all affirmative action or civil rights complaints with documentation maintained in CONTRACTOR's records. 3) Revise internal procedures as required by COUNTY to comply with program/system /regulation changes. 4) Provide in-house staff training for contract staff. 6) Conduct and submit to CCA (annually or upon demand of COUNTY) an inventory of all equipment purchased for this Contract. 	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Contract Section V, Invoices and Payments, Section 2.0 and Attachment A, Statement of Work, 5.17, Reporting Tasks	Timely Invoices and reports submitted	<p>CONTRACTOR shall submit an accurate Monthly Invoice by the 15th calendar day following the report month.</p> <p>CONTRACTOR shall provide by the fifteenth of the month following the semi-annual and annual period of the Contract, summaries of Participant success stories and narratives of the type of services provided</p> <p>CONTRACTOR shall submit ad hoc reports as required by the COUNTY.</p>	0%	Review of invoices and GEARS reports.	\$100 per each day late.

TECHNICAL EXHIBIT 3
CONTRACT DISCREPANCY REPORT (CDR)

SAMPLE CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by CONTRACTOR: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

ATTACHMENT B

CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

ATTACHMENT C

SAMPLE MONTHLY INVOICE FORMAT

(PAGE NUMBERS BELOW TO CHANGE AFTER BUDGETS ARE APPROVED BY FMD)

**SAMPLE
MONTHLY INVOICE FORMAT**

CAL-LEARN CASE MANAGEMENT ONGOING SERVICES INVOICE

I. Current Billing Month and Year:	Invoice Date:
Contractor's Social Security or Taxpayer No.:	Contract No.:
Contractor's Name:	Telephone No.:
Contractor's Address:	
II. Payment requested for Service Month: _____ Month/Year	_____
III. Cal-Learn Participants Served during the Service Month	
A. Number of Cal-Learn Participants enrolled at the end of last month.	= _____
B. Number of Cal-Learn Participants newly enrolled during the Service Month.	+ _____
C. Number of Incoming Interagency Transfers in the Service Month.	+ _____
D. Number of Cal-Learn Participants transferred to other Contractor in the Service Month.	- _____
E. Number of Cal-Learn Participants exiting Cal-Learn in the month immediately preceding the Service Month.	- _____
F. Number of Cal-Learn Participants exempted at the end of the month immediately preceding the Service Month.	- _____
IV. Invoiced Amount Requested	
A. Performance Penalty Deduction (If applicable).	- _____
B. Miscellaneous Expenses (Specify) _____	- _____
C. Amount Requested For Payment:	= _____
<div style="display: flex; justify-content: space-between;"> <div>_____ CONTRACTOR'S AUTHORIZING SIGNATURE</div> <div>_____ DATE SIGNED</div> </div>	

ATTACHMENT D
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY CONTRACT MANAGEMENT DIVISION CHIEF

Name: Eileen Kelly
 Title: County Contract Director
 Address: 12900 Crossroads Parkway So.,
 East Annex, 2nd floor
 City of Industry, CA 91746
 Telephone: 562-908-3001
 Facsimile: 562-908-0590
 E-Mail Address: eileenkelley@dpss.lacounty.gov

COUNTY CONTRACT MANAGEMENT DIRECTOR

Name: Alfred Becerra
 Title: County Contract Manager
 Address: 12900 Crossroads Parkway So.,
 East Annex, 2nd floor
 City of Industry, CA 91746
 Telephone: 562-908-3007
 Facsimile: 562-908-0590
 E-Mail Address: alfredbecerra@dpss.lacounty.gov

COUNTY CONTRACT MONITOR

Name: To Be Announced
 Title: County Contract Monitor
 Address: 12900 Crossroads Parkway So.,
 East Annex, 2nd floor
 City of Industry, CA 91746
 Telephone: To Be Announced
 Facsimile: 562-908-0590
 E-Mail Address: To Be Announced

COUNTY SUPERVISING CONTRACT ADMINISTRATOR

Name: Liliam Perez
 Title: County Contract Supervisor II
 Address: 12900 Crossroads Parkway So.,
 East Annex, 2nd floor
 City of Industry, CA 91746
 Telephone: 562-908-3010
 Facsimile: 562-908-0590
 E-Mail Address: liliamperez@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR

Name: Viridiana Oregel
 Title: County Contract Administrator
 Address: 12900 Crossroads Parkway So.,
 East Annex, 2nd floor
 City of Industry, CA 91746
 Telephone: 562-908-3012
 Facsimile: 562-908-0590
 E-Mail Address: viridianaoregel@dpss.lacounty.gov

ATTACHMENT E
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
CONTRACT NO: _____

CONTRACTOR'S MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT F

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-contract purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Contracts. This chapter shall be superseded by a collective bargaining contract that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT G-1

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

ATTACHMENT G-2

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

ATTACHMENT G-3

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT H
CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION**AGENCY NAME**

Contractor Name

AGENCY ADDRESS

Address

IRS EMPLOYER NUMBER

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Contractor Name, TITLE

Authorized Official's Printed Name and Title

Authorized Official's Signature_____
Date

ATTACHMENT I

**CONTRACTOR'S NON-DISCRIMINATION
IN SERVICE STATEMENT**

CONTRACTOR'S NON-DISCRIMINATION IN SERVICE STATEMENT

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | (circle one) | |
|--|--------------|--|
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No | |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No | |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes No | |

Name and Title of Signer

Signature

Date

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.</p>	()	()
---	-------	-------

 Signature

 Date

 Name and Title (please type or print)

ATTACHMENT K
FEDERAL EARNED INCOME TAX CREDIT NOTICE



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3876.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$625, he or she must file a 2007 tax return to get the \$625 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 296991

ATTACHMENT L

SAFELY SURRENDERED BABY LAW - FACT SHEET

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT M

SAMPLE GUIDELINES FOR CONTRACTORS

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)
CRIMINAL CONVICTIONS INFORMATION NOTICE

SAMPLE GUIDELINES FOR CONTRACTORS

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS) CRIMINAL CONVICTIONS INFORMATION NOTICE

DPSS evaluates the suitability of employment for prospective employees who have been convicted of criminal acts and/or who have successfully completed probation/parole. You are required to **truthfully** and **fully** disclose criminal conviction(s) on your Employee Information Sheet. If you fail to disclose criminal convictions **truthfully** and **fully**, you will be denied employment, or if hired, you will be subject to discharge regardless of the time elapsed before discovery and regardless of your work performance. A discharge for falsification or omission of criminal conviction(s) will preclude future consideration of DPSS employment and may be regarded unfavorably by other potential public/private employers. The County of Los Angeles Civil Service Rules lists dismissal and resignation in lieu of discharge as reasons for rejection of an applicant.

Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that the Department will consider in evaluating suitability of employment.

I. ACCEPTABLE TO HIRE

- Disturbing the Peace
- Drunk Driving (acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO HIRE AFTER STIPULATED TIME (Including similar convictions and “Attempt,” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

From Successful Completion of Probation or Parole

- | | |
|---|------------|
| • Assault and Battery..... | One year |
| • Malicious Mischief..... | One year |
| • Prostitution | One year |
| • Petty Theft..... | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs..... | Five years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO HIRE (Including similar convictions and “Attempt,” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (includes intent to Sell)
- Welfare Fraud

I have reviewed and read this Criminal Convictions Information Notice in conjunction with my completing Question 9 of the Los Angeles County DPSS Employee Information Sheet.

I understand that if I have any convictions, I am to report the conviction(s) on the Employee Information Sheet. This includes, but is not limited to, those offenses listed above.

I understand that any omission or misstatement of material fact used to secure employment shall be grounds for rejection of my application or for my discharge if I am employed, regardless of the time elapsed before discovery and regardless of my work performance.

I understand that processing my fingerprints for a check against criminal records is part of my background check and that my continued employment is contingent upon the results of my background check.

Signature

Date

Witnessed by:

(Signature and Title)

Date

ATTACHMENT N
CIVIL RIGHTS TRAINING REPORT

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____
